

Walter Haessig

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<p style="text-align: right;">Page 82</p> <p>1 The searches were not just for e-mails, they were for e-mails 2 and documents as well, the IT searches?</p> <p>3 A. Yeah, and the carve-out would be is if there's 4 something stored on a local drive on somebody's computer, I 5 don't -- my understanding of it is that you wouldn't be able to 6 search. You wouldn't be able to find a document.</p> <p>7 Q. There's no document on your screen, correct?</p> <p>8 A. Just -- just the Zoom meeting here.</p> <p>9 Q. Got it. Okay. I'm just making sure I wasn't still 10 sharing. I didn't want you to see anything improper or 11 anything like that.</p> <p>12 So one of the topics you've been designated for 13 -- and I'm going to ask some questions about that but just to 14 frame it -- "Chubb's standards for handling, investigating and 15 adjusting homeowners' residential water damage claims in 16 Illinois from 2018 to the present including with respect to the 17 claim whether pursuant to any claims or adjustment manuals or 18 other sources, standards or practices."</p> <p>19 Can you tell me what you did specifically to 20 prepare to testify on that topic?</p> <p>21 A. Specifically around that topic?</p> <p>22 Q. Yes.</p> <p>23 A. Just general knowledge that I have on -- on the -- 24 the handling of our claims. There wasn't much preparation 25 around that particular topic.</p>	<p style="text-align: right;">Page 84</p> <p>1 you down to anything. I just want to make sure I'm 2 understanding the claims that apply to the Wexlers' claim.</p> <p>3 (Exhibit 7 was marked for identification.)</p> <p>4 Q. (BY MR. LAMDEN) I'm going to put a document up on 5 the screen. It was something I've already marked as Exhibit 7. 6 Let me know when you see the document.</p> <p>7 Do you see a copy -- or the first page I should 8 say of the General Adjuster Best Practices Guidelines on your 9 screen?</p> <p>10 A. Yes, sir.</p> <p>11 Q. Okay. These are dated August 20, 2018 this was 12 updated. Do you know if these are the guidelines that are in 13 effect today at Chubb?</p> <p>14 A. Seth, I believe there's been a revision since 2018.</p> <p>15 Q. But these were -- do you know when that revision 16 occurred?</p> <p>17 A. Without having the document in front of me I don't 18 recall.</p> <p>19 Q. "The document" being the guidelines that are in 20 effect today?</p> <p>21 A. That is correct.</p> <p>22 Q. Okay. Do you know whether Bob Paradis had access to 23 these guidelines while he was involved with the Wexlers' claim?</p> <p>24 A. So without testifying on Bob's behalf, I think he 25 would have had access to this document.</p>
<p style="text-align: right;">Page 83</p> <p>1 Q. Has Chubb ever prepared written standards for 2 handling homeowners' residential water-damage insurance claims?</p> <p>3 A. No, sir, which is partially why there wasn't a lot 4 necessary to prepare for.</p> <p>5 Q. Has Chubb ever prepared written standards for 6 investigating homeowners' residential water damage insurance 7 claims?</p> <p>8 A. No, sir.</p> <p>9 Q. Has Chubb ever prepared written standards for 10 adjusting homeowners' residential water damage insurance 11 claims?</p> <p>12 A. No, sir.</p> <p>13 Q. So would it be correct to stay that what's been 14 produced to us is the -- referred to as Chubb's GA Best 15 Practices Guidelines is the only document that could arguably 16 be considered a standard that relates to handling, 17 investigating or adjusting property-damage insurance claims?</p> <p>18 A. Yeah, the GA -- the GA Best Practices Guidelines 19 would be that document. Not to be confused with the idea that 20 it would only pertain to residential water claims.</p> <p>21 Q. Okay. Yeah, thanks for the clarification. I'm not 22 suggesting that anything we're talking about today -- I'll go 23 through it -- is limited just to those claims but I just want 24 to know if it applies to those claims. So if I screwed up in 25 my questions, just please correct me. I'm not trying to pin</p>	<p style="text-align: right;">Page 85</p> <p>1 Q. How would a general adjuster get access to these 2 guidelines?</p> <p>3 A. I mean, I actually shared the revised guidelines with 4 my team recently by e-mail. That would probably be the most 5 common way. They -- they're housed somewhere naturally. 6 Without doing a little more research for you I would be hard 7 pressed to tell you where that might be.</p> <p>8 Q. Are the adjusters trained on these guidelines?</p> <p>9 A. Trained? I don't -- I don't know that there's 10 training around the guidelines. The guidelines are certainly 11 discussed and the guidelines are -- yeah, if you want to define 12 "training," maybe I could help you out a little bit more but -- 13 or even provide some examples but "training" -- you know, I 14 don't know, we certainly document the document that -- that we 15 discuss.</p> <p>16 Q. By "discuss" who do you mean? You said "we discuss." 17 Who do you mean by that?</p> <p>18 A. Yeah. So the general adjusters and the -- the 19 managers. So, for example, one of the guidelines would be 20 something around contact. So I don't know that there's much 21 training needed around contact other than to understand what 22 the document says. And that -- that's really my hesitation 23 around "training." The document kind of speaks for itself.</p> <p>24 Q. Are general adjusters provided with a copy of the -- 25 can I call them the guidelines?</p>

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<p>1 A. I'd be okay with that.</p> <p>2 Q. Okay. Are general adjusters provided with a copy of</p> <p>3 the guidelines when they join Chubb?</p> <p>4 A. As part of the on boarding process? You know, Seth,</p> <p>5 I can't say for certain that every GA has always been provided</p> <p>6 a copy of the guidelines. Part of the on boarding process,</p> <p>7 though, would be a review of the guidelines.</p> <p>8 Q. So general adjusters are at least told they exist as</p> <p>9 part of their on boarding process, as far as you know?</p> <p>10 A. Yes.</p> <p>11 Q. Other than these guidelines, do adjusters -- general</p> <p>12 adjusters who are working either directly or indirectly for you</p> <p>13 have access to any other written standards or guidelines that</p> <p>14 apply to investigating a homeowner's residential water-damage</p> <p>15 insurance claims?</p> <p>16 A. No, there's not such guidelines.</p> <p>17 Q. So the guidelines, the best practices guidelines, are</p> <p>18 pretty much it?</p> <p>19 A. That is correct.</p> <p>20 Q. If a general adjuster working for you wanted</p> <p>21 information regarding how to investigate a homeowner's</p> <p>22 residential water-damage insurance claim, do you know how the</p> <p>23 adjuster could get that information within Chubb?</p> <p>24 A. You know, the question seems to indicate that there</p> <p>25 would be some sort of guideline and as I previously explained,</p>	Page 86	<p>1 Q. Looking at the page -- the first page of Exhibit 7 on</p> <p>2 the screen, it says at the very bottom -- this is probably</p> <p>3 going to be hard to read, I'll just read it for you --</p> <p>4 actually, my question is there's a reference to "Claims</p> <p>5 handlers are encouraged to reference the Regulatory MAP in the</p> <p>6 Village."</p> <p>7 Can you tell me what the Village is?</p> <p>8 A. Sure. So the Village is the intranet. You know,</p> <p>9 it's kind of the -- remember how I had referenced I'm not a big</p> <p>10 IT guy? So I'll do my best but, you know, probably similarly</p> <p>11 to how you start your day and you open up your computer, you</p> <p>12 know, the -- you know, the company's -- not the company's</p> <p>13 website as in what, you know, everybody would see that's</p> <p>14 outside of the company but kind of your landing page, yeah.</p> <p>15 Q. Okay. What's the -- what's the regulatory -- is it</p> <p>16 MAP or M-A-P?</p> <p>17 A. It actually is a map.</p> <p>18 Q. Okay. That's not an acronym, that's just a map?</p> <p>19 A. That is correct.</p> <p>20 Q. Okay. Do you know what the Regulatory MAP is?</p> <p>21 A. I do.</p> <p>22 Q. What is it?</p> <p>23 A. So it -- it actually pulls up as a map and you would</p> <p>24 click on the various states and within that it would provide</p> <p>25 you some of the guidelines or regulations that would be related</p>	Page 88
<p>1 there's -- there's not a guideline. So I think -- I think I</p> <p>2 answered the question.</p> <p>3 Q. The adjuster would then come to management and ask</p> <p>4 the question if there were questions about how to investigate a</p> <p>5 claim?</p> <p>6 A. Yeah, I think that would be a fair statement. In my</p> <p>7 capacity as a manager, I would encourage the team to bring</p> <p>8 questions to me.</p> <p>9 Q. Were you -- were you involved in drafting any version</p> <p>10 of the guidelines?</p> <p>11 A. No, sir.</p> <p>12 Q. Were you asked to review drafts?</p> <p>13 A. I was not.</p> <p>14 Q. So does Chubb expect its adjusters to follow the</p> <p>15 guidelines in adjusting property-damage insurance claims,</p> <p>16 residential?</p> <p>17 A. Yeah. Again, not specific to any particular kind of</p> <p>18 claim, whether residential or commercial or water or fire or</p> <p>19 otherwise, but the guidelines are there as -- as just as in any</p> <p>20 case a guideline for the best practices.</p> <p>21 Q. Are Chubb adjusters required -- required to follow</p> <p>22 these guidelines?</p> <p>23 A. Yeah. So Chubb adjusters because they're -- they're</p> <p>24 guidelines and not always requirements there would be an</p> <p>25 expectation that the guidelines are followed.</p>	Page 87	<p>1 to -- to that state.</p> <p>2 Q. What kinds of regulations?</p> <p>3 A. So, for example, if I was to write a reservation of</p> <p>4 rights letter, some states -- certainly not all states -- would</p> <p>5 have some required language that would be included in the</p> <p>6 reservation of rights to be included in that letter.</p> <p>7 Q. Can you give me examples of other regulations that</p> <p>8 might be found in the Regulatory MAP?</p> <p>9 A. Yeah, similarly, this would be -- and I don't know</p> <p>10 why but New Jersey stands out because it seems to be a little</p> <p>11 bit more than some other states but, similarly, if you were to</p> <p>12 draft a denial letter, there would be some language that the</p> <p>13 state requires so those type of regulations. There might be --</p> <p>14 again, it's going to depend on -- on the state but there might</p> <p>15 be something around what a statute of limitations might be for</p> <p>16 that state. Just generally kind of regulatory items that would</p> <p>17 be specific to -- to any given jurisdiction.</p> <p>18 Q. I'm going to move on to the third page of the</p> <p>19 document, Bates-numbered CHUBB_14973. Are you able to see that</p> <p>20 on the screen?</p> <p>21 A. Yes, sir.</p> <p>22 Q. Okay. Under "Coverage" the first bullet point refers</p> <p>23 to a Chubb personal insurance appraisal. Do you know what that</p> <p>24 is, a Chubb personal insurance appraisal?</p> <p>25 A. Yeah. Hey, Seth, it's pretty small on my screen. Do</p>	Page 89

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<p>1 you mind making it a little larger?</p> <p>2 Q. Yeah. How's that?</p> <p>3 A. That's perfect.</p> <p>4 Q. Okay. Tell me if you can't see or if I'm referring</p> <p>5 to a section you can't see and I'll zoom in like we just did.</p> <p>6 A. Yeah, fair enough. Now, I'm going to sit back a</p> <p>7 little bit though.</p> <p>8 Q. Do you want me to make it smaller?</p> <p>9 A. No, that's fine. So the question was am I familiar</p> <p>10 with a Chubb personal insurance appraisal? Yes, sir.</p> <p>11 Q. What is it?</p> <p>12 A. Yeah, so not -- not all risks but certainly some</p> <p>13 risks Chubb appraises the home and that's the Chubb personal</p> <p>14 insurance appraisal that's referenced in this document.</p> <p>15 Q. How would one -- how would a general adjuster review</p> <p>16 the -- or find, excuse me, the Chubb personal insurance</p> <p>17 appraisal?</p> <p>18 A. For the general adjuster he or she would make a</p> <p>19 request of the appraisal folks. I don't -- I don't know off</p> <p>20 the top of my head what that e-mail is -- that e-mail address,</p> <p>21 but it's a -- it's a request to that work group requesting the</p> <p>22 appraisal.</p> <p>23 Q. Do you know whether a Chubb personal insurance</p> <p>24 appraisal was prepared for the Wexlers?</p> <p>25 A. As I sit here today, I don't know if we have an</p>	Page 90	Page 92
<p>1 appraisal on -- on the -- on the residence.</p> <p>2 Q. Do you know whether when responding to the Wexlers'</p> <p>3 document production request Chubb looked to see whether there</p> <p>4 was a Chubb personal insurance appraisal that had been prepared</p> <p>5 for the Wexlers?</p> <p>6 A. Yeah, as I sit here today, I don't know if it was</p> <p>7 specifically part of the request or the production. To the</p> <p>8 extent one exists and with counsel's approval if we haven't</p> <p>9 provided it, I'm sure that we can get that for you.</p> <p>10 Q. Would that be part of the underwriting file or the</p> <p>11 claim file or something else?</p> <p>12 A. You know, quite honestly, it might be both. If -- if</p> <p>13 there is one that exists and the claims adjuster requested it,</p> <p>14 then it's probably in the claim file. However, it -- it would</p> <p>15 likely be part of the underwriting file as well.</p> <p>16 Q. Did -- did Chubb produce the entire Wexler</p> <p>17 underwriting file in this litigation?</p> <p>18 A. I believe that that was the request. If we had some</p> <p>19 objections to that, I -- as I'm sitting here right now, I'm</p> <p>20 unsure of objections -- but we did give that production, as I</p> <p>21 understand it.</p> <p>22 Q. What do you mean when you say "give the production"?</p> <p>23 A. The requested documents. The underwriting file.</p> <p>24 Q. They were provided to the Wexlers, the underwriting</p> <p>25 file?</p>	Page 91	Page 93
<p>1 A. I believe so, again, without having the documents in</p> <p>2 front of me. Again, I'm not -- I'm not trying to be difficult.</p> <p>3 There's a lot of documents. Can I remember every last one?</p> <p>4 Yeah, I -- I can't but --</p> <p>5 Q. That's fair, and I'm not asking that. I'm just</p> <p>6 asking if the entire underwriting file has been produced.</p> <p>7 What -- what's the commercial underwriting work</p> <p>8 station?</p> <p>9 A. Sure. I'll be happy to share what I know about the</p> <p>10 commercial underwriting work station, which doesn't apply to</p> <p>11 this personal lines matter, but the commercial underwriting</p> <p>12 work station is where a commercial underwriter their file would</p> <p>13 be located.</p> <p>14 Q. So there's no reason an adjuster in a residential</p> <p>15 claim would care about that, right, a commercial underwriting</p> <p>16 work station?</p> <p>17 A. Yeah, I think that's an accurate statement.</p> <p>18 Q. Move on to the section in the middle of the page</p> <p>19 called "Cause of loss." Can you see that -- that section?</p> <p>20 A. Yes, sir.</p> <p>21 Q. The second bullet point says, "Identify potential</p> <p>22 third party contributors and follow the EIP guidelines for</p> <p>23 subrogation."</p> <p>24 What are the EIP guidelines?</p> <p>25 A. "EIP" stands for early -- sorry, Early Intervention</p>		

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<p style="text-align: right;">Page 94</p> <p>1 Q. Does an adjuster typically get updates from the 2 subrogation team regarding subrogation efforts or is it -- 3 other than what you've just described is it truly a separate 4 process?</p> <p>5 A. You know, it's a separate process. The -- the file 6 notes are intertwined so there's not a separate subrogation 7 file. So part of your question was does the claim adjuster get 8 updates. You know, I don't know that they get updates but the 9 subrogation file being intertwined into the claim file, you 10 know, that information is there. Is it specifically for an 11 update or, you know, to be addressed to the adjuster? No.</p> <p>12 Q. Do you know whether there was any subrogation 13 activity in the Wexlers' claim?</p> <p>14 MR. ERRERA: Hold on. Again, we would just 15 object that it's beyond the scope but, again, I welcome if you 16 want to direct me to a particular request so I can see if I'm 17 missing but I don't believe that falls within one of the eight. 18 So otherwise I would direct him that it's beyond the scope and 19 not answer.</p> <p>20 Q. (BY MR. LAMDEN) Mr. Haessig, are you going to follow 21 your attorney's advice and not answer?</p> <p>22 A. I will follow counsel's advice.</p> <p>23 Q. Let's move on. Okay, I'm turning to page 7 of the 24 guidelines. Bear with me one second. And by "page 7" I mean 25 the page number at the bottom of the guidelines that says 7.</p>	<p style="text-align: right;">Page 96</p> <p>1 Q. So where it says "protocols," those aren't written 2 protocols or -- or guidelines, correct?</p> <p>3 A. Yeah, Seth, there's -- there's not another -- another 4 document somewhere that would outline authority protocols. 5 That -- that doesn't exist.</p> <p>6 Q. So where it says "protocols," does that really mean 7 other sections of the guidelines?</p> <p>8 A. Yeah, I think that would be -- I think that would be 9 fair because -- without having the benefit of the full document 10 in front of me but I do believe that we talk somewhere else 11 about authority being needed to obtain experts.</p> <p>12 Q. Yeah, and that's fair. I'm not trying to trip you 13 up. We'll go through other parts of the document, too. I was 14 just asking more generally whether there are other documents 15 that are protocols and it sounds like they're not. It's just 16 sort of -- there's not a written document or separate written 17 document or anything like that. I couldn't look and find a 18 handling protocol document, correct?</p> <p>19 A. That is correct. Yeah, there's not another document 20 or another set of protocols that -- that would be outside of 21 this document.</p> <p>22 Q. Okay. Do these -- do these -- I'm talking about the 23 oversight authority protocols. I recognize it's not a specific 24 document. Do they permit -- permit a general adjuster to 25 delegate any aspect of claim-handling authorities --</p>
<p style="text-align: right;">Page 95</p> <p>1 By document reference CHUBB_014977. Mr. Haessig, do you see 2 page 7 of the guidelines?</p> <p>3 A. I do.</p> <p>4 Q. I'd like to start with the section that says, "Use of 5 Vendors, Consultants and Experts" at the top of the page. Do 6 you see where I'm looking?</p> <p>7 A. Yes, sir.</p> <p>8 Q. The first bullet point says, "The GA should follow 9 the defined assignment, handling, oversight, and authority 10 protocols when hiring experts in support of our claim handling 11 responsibilities."</p> <p>12 Can you tell me what is meant by "the defined 13 assignment, handling, oversight and authority protocols"?</p> <p>14 A. You know, generally I'm happy to speak to that. You 15 know, the assignment I think is -- assignment handling is 16 somewhat simple. I mean, I don't know that there's anything 17 more to read into that. The file has been assigned to a 18 particular adjuster and -- and he or she is handling that -- 19 that claim and has responsibilities as it relates to handling 20 the claim. Oversight and authority protocols as it relates to 21 this narrow bullet under this subsection really would be 22 speaking to an adjuster needs authority to engage an expert 23 from a manager so he or she, the general adjuster, that is, 24 would need to request that authority to hire -- to hire that 25 expert.</p>	<p style="text-align: right;">Page 97</p> <p>1 responsibilities to an outside attorney?</p> <p>2 A. Delegating the claim-handling responsibility to an 3 outside attorney is the question?</p> <p>4 Q. Correct.</p> <p>5 A. No, that -- that would not happen.</p> <p>6 Q. Would -- would these protocols permit an outside 7 attorney to retain a building consultant on behalf of Chubb?</p> <p>8 A. Yes, we would -- and we do often -- retain a -- a 9 building consultant to assist with really identifying the scope 10 of work and the cost of repairs.</p> <p>11 Q. When you say "we," do you mean Chubb?</p> <p>12 A. Correct, yes.</p> <p>13 Q. Could an outside attorney for Chubb take over the 14 process of retaining a building consultant for Chubb?</p> <p>15 A. So, Seth, I want to -- I need a little clarification 16 to the question, if you don't mind. You would be referring to 17 before -- before litigation, pre-lit?</p> <p>18 Q. Correct, just in the course of investigating a claim.</p> <p>19 A. Yeah, that -- that wouldn't -- that wouldn't 20 happen.</p> <p>21 Q. What roles are outside attorneys permitted to play 22 pursuant to these protocols in connection with handling 23 experts?</p> <p>24 A. You know, I -- I've never been asked that -- that 25 kind of question so let me think through it. Is -- it would be</p>

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<p style="text-align: right;">Page 98</p> <p>1 unusual if at an early stage of the claim when we're retaining 2 consultants or experts that we would -- that we would have, you 3 know, counsel involved. I don't know if that answers the 4 question but may -- maybe Wendy can repeat it back for me and I 5 can provide a little bit better of an answer.</p> <p>6 Q. It's not an answer to my question but if you want to 7 read it back that's fine. I'm just trying to understand -- and 8 I think you've answered it -- that these are really protocols 9 that are for your general adjusters to follow in investigating 10 claims?</p> <p>11 A. Yes, that is correct.</p> <p>12 Q. So if -- if Chubb had outside attorneys, they would 13 be subject to these guidelines in connection with investigating 14 a claim, right?</p> <p>15 A. I don't know that -- I mean, again, I know you're not 16 trying to trip me up, at least I don't think that you are, but, 17 you know, the -- Chubb and the adjusters assigned to the matter 18 would be the ones that are responsible really for investigating 19 the claim. I don't want my answer to appear or sound like 20 we're having outside counsel investigate a claim because that's 21 -- that's not what transpires. These guidelines do pertain to 22 the adjusters. They really wouldn't have anything to do 23 with -- with outside counsel or coverage counsel. These would 24 pertain to the adjuster and the investigating or handling of a 25 claim.</p>	<p style="text-align: right;">Page 100</p> <p>1 fill the role that he or she really should be doing and that's 2 just that being the adjuster.</p> <p>3 Q. So a general adjuster can't just pawn off to a 4 building consultant the investigation of the claim?</p> <p>5 A. That is correct.</p> <p>6 Q. Okay. You know, it's after 12:00 here and I'm 7 guessing you probably want a break. So I don't know whether 8 should we take a break for lunch now?</p> <p>9 MR. ERRERA: Yeah, that's fine.</p> <p>10 MR. LAMDEN: Wally, how long do you want? What 11 time do you want to go back on? I mean, I'd like to keep 12 things moving but I want you to take as much time as you need 13 as well.</p> <p>14 THE WITNESS: Yeah, Seth, you know, I'll punt it 15 to you only because you know what questions you need to get 16 through and I'm sure that none of us want to be sitting here at 17 7:00.</p> <p>18 MR. LAMDEN: Fair enough. Why don't -- why 19 don't we go back on at 12:30. Is that okay with everyone?</p> <p>20 MR. ERRERA: Yeah. That should be fine. I've 21 got to run out of the house quick to get a prescription from 22 Jewel but that should be -- that should be okay.</p> <p>23 MR. LAMDEN: 12:35?</p> <p>24 MR. ERRERA: Yeah. As soon as I come back, I'll 25 pop on the screen but, yeah, I'll --</p>
<p style="text-align: right;">Page 99</p> <p>1 Q. Got it. Okay. So the second bullet point that 2 starts off with -- I'm just going to read it into the record if 3 that's all right. "The GA is expected to play a significant 4 role in providing oversight, coordinating the appropriate scope 5 of loss, addressing any technical issues that arise on the 6 claim and setting expectations with the client and the assigned 7 experts."</p> <p>8 What does it mean for a general adjuster -- and 9 I'm going to limit it to general adjusters on residential 10 property insurance claims. I'm going to continue that through 11 here, I'm not going to keep repeating it, but if there's a 12 difference or if my question is just confusing, let me know. 13 I'm just trying to streamline this a little bit.</p> <p>14 What would it mean for a general adjuster to 15 play a significant role in coordinating the appropriate scope 16 of loss?</p> <p>17 A. I think that would really be defined on what the 18 circumstances of any one claim would be how much of a -- you 19 know in quotes -- significant role. I can tell you the -- the 20 spirit of this bullet point is that a general adjuster wouldn't 21 assign an expert and -- and the expert assume the role of the 22 adjuster. So we would have an expectation that the general 23 adjuster would still play the role, if you will, of being just 24 that, the adjuster and the building consultant, or any other 25 expert, wouldn't slide into the shoes of an adjuster and -- and</p>	<p style="text-align: right;">Page 101</p> <p>1 MR. LAMDEN: Let's shoot for 12:30 then.</p> <p>2 MR. ERRERA: Okay.</p> <p>3 VIDEO OPERATOR: This will mark the end of media 4 No. 2. We're going to go off the record at 12:06.</p> <p>5 (Recess taken from 12:06 p.m. to 12:39 p.m.)</p> <p>6 VIDEO OPERATOR: This will mark the beginning of 7 media No. 3 in our deposition of Walter Haessig. We're going 8 back on the record at 12:39.</p> <p>9 Q. (BY MR. LAMDEN) Mr. Haessig, welcome back. During 10 the break did you talk to anyone about your deposition?</p> <p>11 A. I did not but with a little asterisk. I sent Mike a 12 message asking if we could talk. He said no. I said all 13 right.</p> <p>14 Q. Cool. Did you look at any documents?</p> <p>15 A. No, sir.</p> <p>16 Q. Okay. Let's jump back. I think when we broke we 17 were taking a look at what I've been referring to as the 18 guidelines, the best practices guidelines. Actually, why don't 19 we have the -- the court reporter read back the last question. 20 I want to make sure we jump in where we left off.</p> <p>21 (Record read as requested.)</p> <p>22 Q. (BY MR. LAMDEN) I want to stay on the second bullet 23 point under "Use of Vendors..."</p> <p>24 MR. ERRERA: Seth, it's not on the screen.</p> <p>25 MR. LAMDEN: Yeah, my apologies. Are you guys</p>

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<p>1 able to see the screen now?</p> <p>2 MR. ERRERA: Yes.</p> <p>3 MR. LAMDEN: Okay, good. Let's jump back in.</p> <p>4 Q. Under "Use of Vendors..." the second bullet point, we</p> <p>5 were talking about the significant role that a GA is expected</p> <p>6 to play. It says in there, Mr. Haessig, addressing any</p> <p>7 technical issues that arise on the claim. What types of</p> <p>8 technical issues do you understand that to be referring to?</p> <p>9 A. I'm going to see if I can think of an example of a</p> <p>10 technical issue for you. Oh, Seth, I don't know if I can come</p> <p>11 up with -- with an example but, you know, again, I kind of --</p> <p>12 the -- the spirit of this bullet point and technical issues at</p> <p>13 least -- at least in my mind on -- on behalf of Chubb would be</p> <p>14 kind of along this idea. Sorry to be long winded here but,</p> <p>15 for example, if we're using a building consultant and the</p> <p>16 building consultant is assisting us in identifying the scope of</p> <p>17 the work, we would have an expectation of our general adjusters</p> <p>18 that they would review that -- that estimate and make sure that</p> <p>19 it is consistent with our understanding of the damages that we</p> <p>20 saw at the time of our inspection. And that could include</p> <p>21 items that might not have been included in the BC's initial</p> <p>22 estimate. In fact, that happens with somewhat regularity. So</p> <p>23 maybe that's a good example of -- of a technical issue.</p> <p>24 Q. And so with that kind of issue that you described,</p> <p>25 this bullet point is just saying the general adjuster is</p>	<p>Page 102</p>	<p>Page 104</p> <p>1 Q. Does -- does Chubb provide its adjusters who handle</p> <p>2 residential property-damage insurance claims with any training</p> <p>3 regarding the investigation of residential property damaged by</p> <p>4 water?</p> <p>5 A. That's a pretty broad -- a broad question. As I sit</p> <p>6 here right now, I'm not aware and cannot think of any training</p> <p>7 that we have provided for residential water-damage claims.</p> <p>8 Q. What about commercial? Let me ask it that way. What</p> <p>9 about commercial water-damage claims?</p> <p>10 A. Yeah, same -- same question -- or, I'm sorry, same</p> <p>11 answer. As I sit here today, I can't think of any training</p> <p>12 that we've provided that would relate to the investigation of</p> <p>13 commercial or personal lines water claims.</p> <p>14 Q. Does -- does Chubb require its adjusters to undergo</p> <p>15 any training with regard to investigating property damaged by</p> <p>16 water when they're handling -- or is a prerequisite to handling</p> <p>17 water-damage insurance claims?</p> <p>18 A. So the question is is there a prerequisite training</p> <p>19 to handle water claims?</p> <p>20 Q. Yes.</p> <p>21 A. No, there's not any kind of prerequisite to handle</p> <p>22 water claims.</p> <p>23 Q. Is there a specified level of -- of -- strike that.</p> <p>24 Let me move on.</p> <p>25 Does Chubb provide adjusters who handle</p>
<p>1 supposed to stay involved and help work through that sort of</p> <p>2 technical issue; is that right?</p> <p>3 A. Yeah. He should or she should stay -- stay involved</p> <p>4 with the process. Like what we had talked about before the</p> <p>5 break not abandoning the issues that need to be resolved to a</p> <p>6 building consultant or -- or any other expert but continue to</p> <p>7 be engaged and involved to really address -- to address</p> <p>8 those -- those issues whether they're technical or not, quite</p> <p>9 honestly.</p> <p>10 Q. Moving to the last -- last line of that, what sorts</p> <p>11 of expectations is a general adjuster expected to set with the</p> <p>12 client?</p> <p>13 A. Yeah, still along the lines of kind of role clarity,</p> <p>14 if you will, the general adjuster is still the adjuster and the</p> <p>15 BC not filling the adjuster's shoes. So setting the</p> <p>16 expectation of what any general expert's tasked to do as it</p> <p>17 involves the claim.</p> <p>18 Q. That was with the vendor but sort of expectations is</p> <p>19 the general adjuster expected to set with the client?</p> <p>20 A. Oh, yeah. No, that -- sorry. Let me clarify. So</p> <p>21 setting the expectation with the client that the general</p> <p>22 adjuster is still the adjuster that is charged with the</p> <p>23 handling of that claim and then role clarity on what the</p> <p>24 various experts might be tasked with doing. That would be the</p> <p>25 expectation that the GA presents to the client.</p>	<p>Page 103</p>	<p>Page 105</p> <p>1 property-damage claims involving water with any training</p> <p>2 regarding the repair of property damage by water?</p> <p>3 A. Again, I cannot think of training that we have</p> <p>4 provided that is related to repairs of the water damage.</p> <p>5 Q. Does Chubb require its adjusters to have any training</p> <p>6 regarding the repair of water-damaged property?</p> <p>7 A. You know, so pretty -- pretty narrow scope of a</p> <p>8 question which, of course, I will answer directly for you but I</p> <p>9 don't want it to -- I don't want my answer to sound like Chubb</p> <p>10 doesn't provide training. That's certainly not the case. But</p> <p>11 does Chubb have a training or prerequisite to handle these</p> <p>12 claims -- water-damage claims or the repairs of water-damage</p> <p>13 claims? No, sir.</p> <p>14 Q. Let me ask it more relative. Does Chubb provide any</p> <p>15 training to its general adjusters that are handling</p> <p>16 property-damage water claims, training with regard to water</p> <p>17 damage -- to water-damaged property?</p> <p>18 A. Seth, I'd like -- I'd like for Wendy to repeat --</p> <p>19 sorry, I'm asking the court reporter to repeat the question,</p> <p>20 please.</p> <p>21 (Record read as requested.)</p> <p>22 MR. ERRERA: I think asked and answered but go</p> <p>23 ahead.</p> <p>24 THE WITNESS: Hey, Seth, I'm having some</p> <p>25 problems with that question. Do you mind -- do you mind</p>

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<p>1 rephrasing it for me?</p> <p>2 MR. LAMDEN: No, not at all.</p> <p>3 Q. Chubb's general adjusters provide claim-adjustment</p> <p>4 services for water-damaged insurance claims, right?</p> <p>5 A. Yes, they -- they handle claims that involve water.</p> <p>6 Q. For a general adjuster to be allowed to work on a</p> <p>7 water property-damage insurance claim does Chubb require that</p> <p>8 adjuster have any specific training?</p> <p>9 A. There's not any specific training required.</p> <p>10 Q. And for general adjusters who handle property --</p> <p>11 insurance claims of property damaged by water does Chubb</p> <p>12 provide any training to its adjusters regarding any aspects of</p> <p>13 dealing with water-damaged property?</p> <p>14 A. I'm not aware of any training that we've provided</p> <p>15 that would speak to the handling of water-damage claims</p> <p>16 specifically.</p> <p>17 Q. Does Chubb provide its adjusters who handle</p> <p>18 property-damage claims with any training regarding the</p> <p>19 remediation of mold damage?</p> <p>20 A. As I sit here today, I'm not aware of any training</p> <p>21 that we have provided that would be specific to the remediation</p> <p>22 of mold damage.</p> <p>23 Q. Does Chubb require its adjusters who handle</p> <p>24 property-damage insurance claims to undergo any training</p> <p>25 regarding the remediation of mold damage?</p>	<p>Page 106</p>	<p>1 estimating the cost of replacing or repairing a property that's</p> <p>2 been damaged by water?</p> <p>3 A. Again, a similar answer. Not that I'm aware of but</p> <p>4 that would be why we would rely on a building consultant expert</p> <p>5 to assist in the valuation of the cost of the repairs.</p> <p>6 Q. So does Chubb require its adjusters who handle</p> <p>7 property-damage insurance claims to have any training regarding</p> <p>8 estimating the cost of repairing or replacing water-damaged</p> <p>9 property?</p> <p>10 A. No, I'm not aware of a required training.</p> <p>11 Q. Let's move on to the third bullet point that states,</p> <p>12 "GA's should use a variety of experts in the same field to</p> <p>13 prevent over-reliance on any one vendor. Vendor database</p> <p>14 should be utilized."</p> <p>15 Do you see where I'm referring to, Mr. Haessig?</p> <p>16 A. Yes, sir.</p> <p>17 Q. What is the vendor database?</p> <p>18 A. Yeah. So a slight change from what it was at this</p> <p>19 point in time because of a change in some software that was</p> <p>20 used that is now with a different company and really there's --</p> <p>21 there's two databases, if you will. The one that I'm speaking</p> <p>22 to that has a change would be at one time we used the platform</p> <p>23 of Xactimate and through that platform is where vendors would</p> <p>24 be assigned. Now it's with an outfit called Symbility but for</p> <p>25 practical purposes they serve the same purpose and that would</p>	<p>Page 108</p>
<p>1 A. There's not a requirement that I'm aware of.</p> <p>2 Q. Does Chubb provide its adjusters who handle</p> <p>3 property-damage insurance claims with any training regarding</p> <p>4 the mitigation of water damage?</p> <p>5 A. There's not training specifically around the</p> <p>6 remediation of water damage that I'm aware of.</p> <p>7 Q. When you say "specifically," does that suggest</p> <p>8 there's a more general kind of training that you're thinking</p> <p>9 of?</p> <p>10 A. So thanks for the question. Yeah, again, I'm not</p> <p>11 wanting you to leave the conversation or the deposition on the</p> <p>12 idea that our adjusters in some way are not qualified to handle</p> <p>13 claims. There is a lot of training that the various folks go</p> <p>14 through. You know, some of it is related to continuing</p> <p>15 education classes as it relates to licensing. Some of them</p> <p>16 have various professional designations. I am aware of training</p> <p>17 that we provide as it relates to the policy and the policy</p> <p>18 coverages. But specific training that you're asking for as it</p> <p>19 relates to water damage or mold damage, really, those are why</p> <p>20 we -- those issues, that area of expertise would be why we get</p> <p>21 the expert involved to -- to assist with the adjuster's</p> <p>22 understanding of the scope and the cost of work involved with a</p> <p>23 water-damage claim or any other claim.</p> <p>24 Q. Does -- does Chubb provide its adjusters who handle</p> <p>25 property-damage insurance claims with any training regarding</p>	<p>Page 107</p>	<p>1 be we have to have a mechanism by which information is shared</p> <p>2 to assign these claims. So, you know, what's the property</p> <p>3 address? What's the phone number? What's the claim number?</p> <p>4 Those -- those sort of things. So that's one database.</p> <p>5 The second database is around a platform called</p> <p>6 T360 or TyMetrix, I think. I could be wrong a little bit on</p> <p>7 the pronunciation but T360 and that really is related to more</p> <p>8 of the professional services experts so not to be confused</p> <p>9 with, you know, a mitigation company but we have to have a</p> <p>10 process by which payments are made and that goes through that</p> <p>11 system, T360.</p> <p>12 Q. I think you made a distinction of when Xactimate was</p> <p>13 the platform versus the new software. What were the dates</p> <p>14 during -- what was the last date, I should ask, when Xactimate</p> <p>15 was the platform that you were using?</p> <p>16 A. Yeah, I can't give you a specific date as I'm sitting</p> <p>17 here right now.</p> <p>18 Q. Year is fine. I'm just trying to understand where it</p> <p>19 fits in with the Wexlers' claim.</p> <p>20 A. So, generally speaking, yeah, some time ago in the</p> <p>21 last couple of months is when the -- when the change would have</p> <p>22 been from Xactimate to Symbility.</p> <p>23 Q. And what's the standard of Xactimate? I'm not sure I</p> <p>24 understand what its purpose is. I understand that you said</p> <p>25 it's for information sharing. Is that what you said?</p>	<p>Page 109</p>

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Page 110 1 A. Well, certainly in part but not -- not exclusively. 2 Q. What's the main purpose for using Xactimate? 3 A. So I don't know if this would accurately define the 4 main purpose but I can expound on the purposes of Xactimate in 5 part and it's -- it certainly is an estimating platform or if 6 you remember I'm not a huge computer IT type of a guy but it is 7 a software by which you can produce estimates and a software 8 that's used quite a bit in the industry. 9 Q. By "industry" you mean insurance industry? 10 A. Yes, that's correct. 11 Q. So what kind of estimates are you talking about here? 12 A. I mean, it could be you could estimate any -- 13 anything with it. I don't know if you want to refine the 14 question to be a little bit more specific. 15 Q. Sure. When you use the term "estimate," I just want 16 to know what you mean. 17 A. Sure. Maybe the best way to answer that is with an 18 example. 19 Q. That would be great. 20 A. So I'm sitting in my office here today. If -- if I 21 had, you know, a roof leak and I had damage to my ceiling, 22 someone would be able to come in and measure this room and then 23 use that software not only to house the diagram or the 24 dimensions of the room itself but then if you wanted to, 25 for example, paint the ceiling or replace the sheetrock, you	Page 112 1 weren't talking about the vendor database, right, which is 2 bullet 3? That's something different? 3 A. So it can be or it was certainly in Xactimate and now 4 in Symbility so if you were to open the program up, there's 5 going to be a list of various experts and you are able to 6 select from one of those experts and similarly in T360 select 7 one of those experts. So that's -- outside of that to my 8 knowledge there's not a -- a database that would be available 9 to select experts from. 10 Q. Does Chubb maintain statistics about how frequently 11 its vendors from its database are used? 12 A. To my knowledge, no, sir. And in an individual 13 capacity I have seen where there's been a request for that type 14 of information. I've not seen that type of information 15 produced. I don't know of any kind of data by which we track 16 that or would -- would, you know, use -- use that data, if you 17 will. 18 Q. How would a general adjuster know that an expert is 19 being over used or over relied on? 20 A. Yeah, I don't know that -- I don't know that they 21 necessarily would and I think I can answer your question again 22 a little bit in my own capacity. So if I see that a general 23 adjuster has used the same expert, you know, twice in a row, I 24 might call that individual on the phone and make sure that 25 there is not an over-reliance on that particular expert and --
Page 111 1 could, I guess, direct the software to -- to do that and it 2 would provide an estimate for that scope of repair that you -- 3 you detailed in the software. 4 Q. Are adjusters handling residential property insurance 5 claims required to use Xactimate to come up with estimates? 6 A. They're not required, no, sir. 7 Q. What about -- I think you mentioned -- why does Chubb 8 care whether there's over-reliance on any one vendor which is 9 the third bullet point? 10 A. Yeah, I see that. I think it's pretty simple. We 11 don't want there to be a perception that there's an 12 over-reliance of -- of any one -- of any one company so we have 13 an expectation that our experts are unbiased and we want to 14 avoid any appearance of bias by not over utilizing any one 15 individual or any one company. 16 Q. By "appearance" you mean by the perception of your 17 clients? Is that who -- who you're referring to? 18 A. Well, it certainly could be. I mean, I'll speak 19 pretty -- pretty as a matter of fact on this. If we used DBI 20 exclusively, which we do not, you would certainly be asking me 21 questions about how can DBI be an unbiased company; that 22 exclusively DBI is used as your expert. So that's -- that's 23 what it is. We -- we don't -- we do not want to have an 24 over-reliance on any one expert. 25 Q. So when you were talking about Xactimate earlier, you	Page 113 1 and have him be, you know, like -- I don't want you to read 2 into this like I'm telling him to use some other expert, 3 that -- that's not the case, but theoretically, "Hey, Johnny, 4 why don't -- why don't we use somebody else on this one." 5 Q. Do you know how experts are selected to be added to 6 the vendor database that is listed in these guidelines? 7 A. I -- I cannot answer to a granule -- granular level 8 on that topic. There is a vetting process that I'm aware of. 9 There's a background process. Outside of that I don't know the 10 details by which somebody would be added. 11 Q. Let's scroll down a little bit. The first -- second 12 sentence under "The Vendor (Expert) Utilization Process" 13 states, "Cause and Origin investigators and Enservio Classic 14 are exceptions to this rule." The rule being "Documented 15 approval from the Supervisor is necessary when hiring an expert 16 or consultant on behalf of Chubb." 17 What's Enservio Classic? 18 A. Yeah, Enservio -- same, for the question I've got to 19 give a little bit of explanation on Enservio. So Enservio is a 20 vendor that Chubb utilizes to assist the client with the -- the 21 inventory of damaged personal property and then we'll be able 22 to assist in the pricing of those things. As you can imagine, 23 when someone has a large loss or a significant loss that has, I 24 mean, at times thousands and thousands of individual items, 25 it's quite the undertaking so they help create that list. And

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<p>Page 114</p> <p>1 then based on an interview with the client about, you know, 2 just normal shopping practices, where they might buy things at, 3 we start to create what the cost to replace those things and 4 those items might be.</p> <p>5 And in Enservio Classic, as I understand it, 6 they deal with more of the spec -- more of the unusual items or 7 items that might have been made by a designer or maybe a 8 designer has been involved in the selection of fabrics, 9 for example. Those type of things. So more specialized I 10 guess would be an easy way to say it than -- than Enservio 11 that's not classic.</p> <p>12 Q. What kind of documented approval from a supervisor 13 would be necessary when hiring an expert or consultant on 14 behalf of Chubb?</p> <p>15 A. Generally it's a file note that would say approval to 16 engage experts or something -- something close to that.</p> <p>17 Q. Would that be a file note that is prepared by the 18 supervisor?</p> <p>19 A. That is correct.</p> <p>20 Q. Would there be any requirement that that 21 documentation specify a reason for which the expert or 22 consultant is approved to be retained?</p> <p>23 A. No, sir.</p> <p>24 Q. So the file just needs to state from a supervisor 25 that the retention of an expert or consultant is approved?</p>	<p>Page 116</p> <p>1 when I came to be employed for Chubb, we want to make sure that 2 our clients are safe and we're sending out people that -- that 3 are -- that -- that maintain -- I don't know how to say it 4 Seth -- safeness, if you will. You know, we don't want to send 5 out somebody that would be inappropriate. I believe there's a 6 little bit of a financial background check on -- on these 7 companies as well. And anything more than that I can't provide 8 testimony on because I don't know.</p> <p>9 Q. Do you know whether vendors are required to be 10 reapproved, vendors that are already in the database required 11 to be reapproved from time to time?</p> <p>12 A. Yeah, you know, that's a good question and I don't 13 have the answer to that question.</p> <p>14 Q. Do you know approximately how many vendors there are 15 in the T360 database?</p> <p>16 A. Other than to say a lot. I would have -- I would be 17 guessing wildly. I don't know.</p> <p>18 Q. The fourth bullet point states that, "If the insured 19 has not secured a reconstruction vendor, the GA should offer a 20 Chubb preferred vendor, if applicable, as potential option for 21 the client."</p> <p>22 What's a Chubb preferred -- preferred vendor?</p> <p>23 A. I think maybe the best way again would be to answer 24 the question with an example. So the -- a company like 25 Servpro, for example, comes to mind. Servpro would be a vendor</p>
<p>Page 115</p> <p>1 A. That is accurate.</p> <p>2 Q. The third bullet point under the section that starts 3 out "The General Adjuster should:" states, "When an approved 4 expert is available, consider selecting from Chubb's library of 5 experts found in the Chubb Expert Database Facility."</p> <p>6 Mr. Haessig, what's the Chubb Expert Database 7 Facility?</p> <p>8 A. So the only database that I'm aware of is the 9 database that would be in Xactimate/Symbility and/or T360.</p> <p>10 Q. So it's your understanding that the Chubb Expert 11 Database Facility is referring to either T360 or Xactimate?</p> <p>12 A. Or Symbility but, yes.</p> <p>13 Q. What was the last one?</p> <p>14 A. Symbility. The other platform that we're on now.</p> <p>15 Q. So tell me about T360. What sorts of vendors are 16 enrolled in the T360 system?</p> <p>17 A. All -- all sorts of experts. The engineers, it might 18 be building consultants, it might be industrial hygienists. It 19 could -- could include attorneys.</p> <p>20 Q. Do you know how a specific vendor is added to the -- 21 the T360 database?</p> <p>22 A. Yeah, it -- at that level of decision of what's 23 required I don't know other than to say there is a background 24 check and really what it is is we want to make sure that we're 25 sending -- similarly to how I would have a background check</p>	<p>Page 117</p> <p>1 that would also serve in the role of recon -- a reconstruction 2 vendor.</p> <p>3 Q. What makes them preferred?</p> <p>4 A. Oh, yeah, I think that simply they're on the list.</p> <p>5 There's not a designation that I'm aware of between a -- you 6 know, a vendor list and a preferred vendor list. I've never 7 seen that -- that differentiating before. It's either a Chubb 8 vendor or it's not.</p> <p>9 Q. So there's not a distinction between a Chubb 10 preferred vendor and a Chubb approved vendor?</p> <p>11 A. That is correct.</p> <p>12 Q. Do you know whether DBI is a Chubb preferred vendor?</p> <p>13 A. I believe that we have -- I know that we have a 14 Professional Service Agreement with DBI.</p> <p>15 Q. What kind of Professional Service Agreement are you 16 talking about? Can you describe to me what that is?</p> <p>17 A. Yeah, so I don't have the document itself. Before 18 when we were talking about who I contacted in preparation for 19 the deposition, I had mentioned a gentleman by the name of Ben 20 Kelly and this is where I needed some information from Ben so I 21 can answer the question based on the information that I was 22 provided. I do not have that contract. I have not read the 23 contract so I don't have the specifics of those things but 24 similarly to how I addressed the question earlier, they go 25 through a background check, they do a little financial --</p>

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<p style="text-align: right;">Page 118</p> <p>1 financial background check as well. How they're selected or 2 not selected to be on the -- the list I don't know the details. 3 Q. Do you know whether that Professional Service 4 Agreement that you had mentioned was in effect in 2019? 5 A. I don't know. Again, I haven't seen the document so 6 I'm unfamiliar with when it may have originated. 7 Q. I'm now moving to page 8 of the guidelines. The 8 Bates number in the bottom right-hand corner is CHUBB_014978. 9 Mr. Haessig, do you see page 8 on your -- on your monitor? 10 A. I do. Hey, Seth, I'm going to go off camera for just 11 like five seconds to close my door. Hold on a moment. Sorry, 12 everybody but, yes, to answer your question I do see that. 13 Q. I'm going to zoom in a little bit so you can see 14 better. If you need me to zoom in more, just let me know. So 15 under the top of the page where it says, "Vendor (Expert) 16 Oversight," the second bullet point says, "The General Adjuster 17 should: Document their rationale when an expert is needed to 18 validate a loss, establish damages, or facilitate repairs." 19 Do you see where I'm talking about? 20 A. I do. 21 Q. What kind of documentation is required to be included 22 in the claim file with regard to the rationale when an expert 23 is needed to validate a loss? 24 A. Can you give me a second to read the lead-in language 25 of this? Thank you. So what kind of documentation is required</p>	<p style="text-align: right;">Page 120</p> <p>1 needing that approval, they might just be simply, "Hey, I'm 2 requesting the use of an expert or a building consultant." 3 And, Seth, it's just really that simple. 4 Q. So further down it states, "The General Adjuster 5 should: Jointly discuss the scope while working with the 6 assigned vendor who will provide their expert evaluation." 7 Can you tell me what that means where it says 8 "jointly discuss the scope"? 9 A. Yeah, there's a collaboration with these projects of 10 the -- the scope of the loss. I don't remember what the line 11 of questioning was before but I think my testimony had talked 12 about at times the adjuster was reviewing those estimates to 13 making sure that they are consistent with the inspection or as 14 it states in this bullet point the meetings so, again, it's -- 15 it's really a collaborative effort to identify the -- the full 16 scope of work and the -- the repairs or the cost to facilitate 17 that scope of work or the repairs of that scope of work. 18 Q. Under what circumstances would an outside attorney be 19 involved with this joint discussion of scope referred to in 20 bullet 4? 21 A. Yeah, and I need some clarification from you. So 22 you're talking about something that would be pre-litigation? 23 Q. Correct. 24 A. Is that correct? 25 Q. Yes.</p>
<p style="text-align: right;">Page 119</p> <p>1 for that rationale is the question? Do I understand correctly? 2 Q. Yes, that's correct. 3 A. I think that's going to be heavily dependent on what 4 the circumstances of any particular loss might be and the 5 rationale that would lead to the needing of an expert is just 6 going to vary wildly depending on -- on what that set of -- set 7 of circumstances are. 8 Q. Is there a type of format of documentation that is 9 required to be included in the claim file when an expert is 10 needed to validate a loss? 11 A. You know, no. You know, earlier we talked a little 12 bit about what kind of approval is needed and it's -- it's 13 somewhat like that. It's -- it's pretty simple. It's in all 14 likelihood a file note. If the manager hadn't already 15 recognized that an expert would be needed, the general adjuster 16 would write a file note to the manager oftentimes, not -- not 17 all the time, but, you know, requesting the use of an expert 18 and a little bit of a reason of why that might be needed and 19 oftentimes it's understood why that might be needed. So, 20 again, I'll expound a little bit with an example. So I 21 don't -- I don't have an expectation as a manager that my team 22 is going to write an estimate that is \$500,000 so I already 23 know that -- that an expert is probably going to be needed to 24 assist and facilitate that so I'll approve that expert and 25 similarly they -- if I hadn't already approved it and they're</p>	<p style="text-align: right;">Page 121</p> <p>1 A. You know, generally speaking, it -- it would be not 2 so much scope that would drive a conversation with an attorney 3 but -- but coverage. So would scope sometimes be involved in a 4 conversation around coverage? Possibly. That -- that might be 5 one example of -- and the only example really that I can think 6 of -- where we would have outside counsel involved with 7 anything related to a -- a scope and an estimate. 8 Q. So can you give me an example of a situation where 9 scope and coverage issues are you say connected -- is that how 10 you described it? -- such that an attorney would be involved? 11 A. I don't remember if that's exactly how I stated it 12 but we'll let the record stand on whatever I testified to. But 13 an example? Yeah, sure. So we live -- or I live in the Dallas 14 area and we experience a lot of hail in -- in the Dallas area 15 and we experience so much hail that from time to time there is 16 overlapping hail damages and we're trying to identify when a 17 particular storm may have happened that would be arguably the 18 responsible -- responsibility of Chubb but at the same time we 19 might have a list of all of these other hail storms that could 20 have potentially provide -- damaged a roof covering that are 21 outside of when we would have been on the risk. So there could 22 possibly be a situation in this example where I would send or 23 the adjuster would send the report to counsel for some 24 assistance on delineating between covered damages or -- and 25 non-covered damages.</p>

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<p style="text-align: right;">Page 122</p> <p>1 Q. What kind of report are you talking about here?</p> <p>2 A. And it could be the -- it could be that we used an</p> <p>3 engineer. It could be a building consultant. It could be a</p> <p>4 combination of both.</p> <p>5 Q. So in the example you're describing then would it be</p> <p>6 appropriate for an attorney to be you saying weigh in on the</p> <p>7 building consultant's report?</p> <p>8 MR. ERRERA: Objection to form.</p> <p>9 THE WITNESS: Weigh in? I don't know that</p> <p>10 that's the way to describe it but if we have asked for outside</p> <p>11 counsel to give us an opinion as it relates to coverage, then</p> <p>12 we -- you know, I would expect -- I would expect an opinion</p> <p>13 from counsel as to what is covered or what is not covered.</p> <p>14 Q. (BY MR. LAMDEN) We're talking though -- I mean, the</p> <p>15 bullet point we're talking about is jointly discuss the scope</p> <p>16 while working with the assigned vendor and what I'm asking is</p> <p>17 to what extent are outside attorneys involved with setting the</p> <p>18 scope of the work of an assigned vendor?</p> <p>19 A. There's -- there's -- there's not. You know, an</p> <p>20 outside attorney is not going to set the scope with the</p> <p>21 consultant.</p> <p>22 Q. Why would that be?</p> <p>23 A. You know, that's -- that's the role of the adjuster.</p> <p>24 I don't -- I'm struggling with the question because I -- I -- I</p> <p>25 can't see -- I just simply can't see why -- why the attorney</p>	<p style="text-align: right;">Page 124</p> <p>1 you were looking at a claim file and saw a note documenting a</p> <p>2 file of the summary of the expert's report?</p> <p>3 A. It's going to vary depending on what the file -- the</p> <p>4 specific files are, of course. Sometimes the expert report is</p> <p>5 attached to the same file note of the summary so you -- you</p> <p>6 know, as a manager or anybody else that would access the file</p> <p>7 would be able just to click on the report and it would open up,</p> <p>8 you know, by itself. But in the dialogue of the -- of the note</p> <p>9 or the discussion of the note there's prob -- you know, there's</p> <p>10 going to be some mention of just that, the summary of what his</p> <p>11 or her findings were. I can speak to when I was an adjuster in</p> <p>12 completing a file note like this. Oftentimes after reviewing</p> <p>13 the report I might copy and paste some of the pertinent</p> <p>14 information out of that report and provide a synopsis in the</p> <p>15 file note and, again, the entirety of the report is attached to</p> <p>16 the file if anybody would care to read the report.</p> <p>17 Q. I'm going to move on to page 9 of the general</p> <p>18 guidelines and page 9 is Bates-numbered at the bottom</p> <p>19 CHUBB_014979. Mr. Haessig, I'm scrolling down to a portion of</p> <p>20 the document that's titled "Loss Validation Differences</p> <p>21 Reconciliation." Do you see where -- do you see that section</p> <p>22 of the document?</p> <p>23 A. I do.</p> <p>24 Q. So the -- this section starts off by saying, "If the</p> <p>25 insured presents an estimate, supplement or a material change</p>
<p style="text-align: right;">Page 123</p> <p>1 would be involved with -- with working with a building</p> <p>2 consultant on what the scope would be outside of maybe a small</p> <p>3 vein of an idea that we need to make sure or identify and cover</p> <p>4 damages.</p> <p>5 Q. All right. Moving down to bullet point five, it</p> <p>6 starts off with, "Document the file with a summary of the</p> <p>7 expert's report along with any ongoing or supplemental</p> <p>8 discussion with the expert regarding their findings and</p> <p>9 indicate if those reports impact his/her assessment of the</p> <p>10 loss."</p> <p>11 Mr. Haessig, do you see where I'm reading from?</p> <p>12 A. Yes, sir.</p> <p>13 Q. If the kind of documentation referred to in this</p> <p>14 bullet point is prepared by an adjuster, should that</p> <p>15 documentation be placed in the claim file?</p> <p>16 A. So the bullet point talks to documenting the file so,</p> <p>17 yes, there should be discussion around an expert's report</p> <p>18 that's documented in the file.</p> <p>19 Q. Does Chubb dictate a format for that kind of</p> <p>20 documentation?</p> <p>21 A. No, sir.</p> <p>22 Q. Does Chubb suggest a format for that kind of</p> <p>23 documentation?</p> <p>24 A. No, sir.</p> <p>25 Q. What would you expect to see in terms of detail if</p>	<p style="text-align: right;">Page 125</p> <p>1 in the exposure that is in excess of our evaluation of the</p> <p>2 loss, the GA should." and I'd like to start off by asking you</p> <p>3 a question about the first bullet point which states, "Identify</p> <p>4 the items of difference in scope, material quality, pricing or</p> <p>5 repair or replace techniques."</p> <p>6 Upon receiving an estimate from the insured that</p> <p>7 is in excess of the Chubb valuation of damages, is the adjuster</p> <p>8 required to identify the items in difference in scope, material</p> <p>9 quality, pricing or repair or replace techniques?</p> <p>10 A. You know, I don't know that there is a requirement.</p> <p>11 We are talking about guidelines. The document is clear that</p> <p>12 the GA should identify items of difference in scope, material</p> <p>13 quality, pricing or repair or replacement techniques so that</p> <p>14 is -- that's what the document outlines.</p> <p>15 Q. If such identification takes place, should that</p> <p>16 appear in the claim file?</p> <p>17 A. Yes, it -- it would appear in the claim file.</p> <p>18 Q. Is there a level of detail that Chubb requires to</p> <p>19 document the identification of differences in scope, material</p> <p>20 quality, et cetera, when putting it in the claim file?</p> <p>21 A. There's not a requirement.</p> <p>22 Q. Is there a level of specificity or detail that Chubb</p> <p>23 suggests (simultaneous speaking) --</p> <p>24 A. Sorry, I didn't mean to speak over you.</p> <p>25 Q. No, please go ahead.</p>

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<p style="text-align: right;">Page 126</p> <p>1 A. Yeah. No, there's -- there's not.</p> <p>2 Q. All right. The second bullet states, "In</p> <p>3 consultation with the Supervisor determine if a re-inspection</p> <p>4 is required to address the differences. If a re-inspection is</p> <p>5 not deemed necessary, document the conversation in the file."</p> <p>6 Can you tell me what type of consultation is</p> <p>7 required between the general adjuster and the supervisor to</p> <p>8 determine if reinspection is required?</p> <p>9 A. So I'm not aware of and certainly don't know of any</p> <p>10 requirements of the level of specificity -- I think I got that</p> <p>11 right -- for the conversation between the supervisor and the</p> <p>12 general adjuster and really the spirit of this is we're trying</p> <p>13 to resolve differences, right, to the extent that there are any</p> <p>14 and in our opinion that's often best facilitated -- not</p> <p>15 exclusively and certainly not required -- but we can make</p> <p>16 strides to reconcile those differences with a reinspection.</p> <p>17 And that's really what this bullet point is speaking to. It</p> <p>18 would sound something like this in layman's terms. "Hey, we</p> <p>19 have a difference. Let's get together and talk about those</p> <p>20 differences and figure out if we can make some headway towards</p> <p>21 an agreement on scope and costs."</p> <p>22 Q. What criteria would Chubb consider in determining</p> <p>23 whether a reinspection is necessary?</p> <p>24 A. Yeah. Again, I don't -- there's not a required -- a</p> <p>25 requirement to when it would be deemed necessary. I think,</p>	<p style="text-align: right;">Page 128</p> <p>1 (Record read as requested.)</p> <p>2 MR. ERRERA: Yeah, I'm going to object that it's</p> <p>3 beyond the scope. I think that falls into category No. 1 that</p> <p>4 Bob has been designated on about the actual handling,</p> <p>5 investigating and adjustment of this specific claim so I direct</p> <p>6 him not to answer because it's beyond the scope.</p> <p>7 MR. LAMDEN: Mike, I think you misunderstood my</p> <p>8 question but I'm not going to argue with you. We can do this</p> <p>9 again in a different deposition.</p> <p>10 Q. Mr. Haessig, are you going to follow your attorney's</p> <p>11 advice and not respond to my question?</p> <p>12 A. I will follow counsel's advice.</p> <p>13 Q. Okay. The third bullet states, "...the GA should:</p> <p>14 Discuss the identified differences with the insured's</p> <p>15 contractor. If the contractor agrees with our price, the GA</p> <p>16 should pay the loss based on our Expert's estimate."</p> <p>17 Do you see that?</p> <p>18 A. I do.</p> <p>19 Q. If the Wexlers had provided Chubb with an estimate,</p> <p>20 supplemental material changes in excess of Chubb's evaluation</p> <p>21 of the loss, should the Chubb adjuster have discussed the</p> <p>22 identified differences with the insured's contractor?</p> <p>23 MR. ERRERA: Again, I think this is now getting</p> <p>24 claim specific which, again, is going to be Bob's designation</p> <p>25 under No. 1 along with others but, again, if you want to direct</p>
<p style="text-align: right;">Page 127</p> <p>1 again, it's just the -- the -- the spirit of we can figure a</p> <p>2 lot more out with a reinspection than we can do that by -- by</p> <p>3 reviewing documents or sitting at our desks. You're better</p> <p>4 served at times anyway, not exclusively, not required to,</p> <p>5 but -- but to reinspect the property.</p> <p>6 Q. Can you give me some examples of criteria that Chubb</p> <p>7 might consider when electing to reinspect a property?</p> <p>8 A. Sure. I'll give you one example and this is</p> <p>9 something that I did just within the last four or six weeks</p> <p>10 myself. And that was related to a hurricane claim in south</p> <p>11 Florida from last fall and there was some questions around --</p> <p>12 it's a commercial lines claim so if there's some questions</p> <p>13 around the damage or the extent of damage or even the type of</p> <p>14 damage to our client, the insured's, business premise then that</p> <p>15 requires an inspection or a reinspection. So it broke my heart</p> <p>16 but I had to travel to south Florida when it was a cold day in</p> <p>17 Dallas and got to walk around on the beach for a few minutes to</p> <p>18 determine if there would be coverage for this loss.</p> <p>19 Q. If the Wexlers provided Chubb with a damage estimate</p> <p>20 that was higher than Chubb's damage estimate, should Chubb's</p> <p>21 adjuster have had a conversation with his or her supervisor to</p> <p>22 determine whether reinspection was necessary?</p> <p>23 MR. ERRERA: Hold on. I'm sorry, could you read</p> <p>24 back the question again?</p> <p>25 THE WITNESS: Yeah.</p>	<p style="text-align: right;">Page 129</p> <p>1 me that I'm misinterpreting the eight topics, I'll be happy to</p> <p>2 look it but I think you're going into topic No. 1 that's</p> <p>3 specific to this claim instead of the standard in general.</p> <p>4 MR. LAMDEN: All right. Mike, what I asked was</p> <p>5 if the Wexlers had done that, what Chubb's response should have</p> <p>6 been. I'm certainly entitled to ask questions about the</p> <p>7 general guidelines we've been talking about including how they</p> <p>8 would be implemented.</p> <p>9 MR. ERRERA: Again, it might be claim specific</p> <p>10 where topic No. 5 it's in general so not specific to this</p> <p>11 claim. I think that if you want to talk specific about this</p> <p>12 claim, then that's under topic No. 1 for Bob to handle or how</p> <p>13 No. 1 is written and so I would say that's beyond the scope for</p> <p>14 this particular witness' designation.</p> <p>15 MR. LAMDEN: And, Mike, as I said before, I</p> <p>16 disagree with your scope objections and we will be reserving</p> <p>17 all rights to reconvene this deposition.</p> <p>18 MR. ERRERA: Understood.</p> <p>19 Q. (BY MR. LAMDEN) All right. Mr. Haessig, one of the</p> <p>20 other topics that you've been designated to testify today on</p> <p>21 behalf of Chubb involves the contractual relationships existing</p> <p>22 at any time in 2019 between Chubb and then a number of</p> <p>23 contractors: Enservio, BELFOR, DIG, Paul Davis and DBI, Inc.</p> <p>24 There's more but I want to stop there. I think when we were</p> <p>25 talking earlier you had mentioned some sort of agreement that</p>

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<p style="text-align: right;">Page 130</p> <p>1 Chubb had in place with DBI, if I remember that right. You 2 called it a professional services contract or agreement. 3 A. That is my understanding. In preparation I've talked 4 to Ben Kelly and he had made mention and made me aware that 5 there is a professional service agreement in place with DBI as 6 well as Enservio.</p> <p>7 Q. Was the professional service agreement in place -- 8 that you're referring to in place in January 2019?</p> <p>9 A. Again, I have not seen the document or reviewed the 10 document so I'm not familiar with the dates of when those might 11 have been effective. To the best that I sit here today, 12 certainly on Enservio we were using Enservio at that time and I 13 would suspect that there was a service agreement in place. 14 DBI, I don't know when they may or may not have come, you know, 15 into a relationship with Chubb but to the extent that -- that 16 there was, I would suspect that that professional service 17 agreement was in place at the time.</p> <p>18 Q. But you've been designated to testify on behalf of 19 Chubb about information known or reasonably known to Chubb and, 20 you know, when I asked you first questions earlier your counsel 21 instructed you not to answer because they were questions that 22 he said that were relating to your personal capacity. But 23 since you have been designated to talk about the -- these 24 contracts, we would expect you to be able to discuss the terms 25 of the DBI professional service agreement. Would it -- would</p>	<p style="text-align: right;">Page 132</p> <p>1 told that there is some background checks that would be 2 involved with these contracts, some financials that would be 3 involved with these contracts. There is a mechanism by which, 4 you know, information would be shared or provided through these 5 contracts to pay people or to pay the various vendors and 6 anything beyond that I wouldn't be able to provide testimony 7 on.</p> <p>8 Q. What about was there a contract between Chubb and 9 BELFOR in January of 2019 with Chubb?</p> <p>10 A. Based on my conversation with Ben, yes.</p> <p>11 Q. Can you tell me about that contract?</p> <p>12 A. Yeah. Similar -- similar answer. I've not seen 13 these contracts. I don't have a level of detail to be able to 14 provide on what the contract may involve.</p> <p>15 Q. Would your answer be the same with Dave -- Paul 16 Davis -- BIG and Paul Davis?</p> <p>17 A. My answer would be the same for Paul Davis. 18 Specifically when talking with Ben concerning BIG, he is not 19 familiar with BIG.</p> <p>20 Q. And when you say "the same with Paul Davis," are you 21 saying that you don't know the specific terms of a contract 22 between Chubb and Paul Davis but you think one existed in 2019?</p> <p>23 A. It is my understanding that one existed in 2019. I 24 don't have the specifics of that contract.</p> <p>25 Q. Did BELFOR and Chubb have a contract in place that</p>
<p style="text-align: right;">Page 131</p> <p>1 it be fair to say that Ben Kelly is the individual within Chubb 2 who has the most knowledge about any sort of contract that may 3 have existed in January 2019 between DBI and Chubb?</p> <p>4 A. If -- if it's Ben -- I don't know if it's Ben at that 5 point in time -- Ben would certainly have a greater level of 6 detail of the contract than I do.</p> <p>7 Q. Other than -- I think you said you weren't sure if 8 Ben Kelly had that knowledge. Can you think of anyone within 9 Chubb who would have knowledge of whether in January 2019 there 10 was a contract in place between DBI and Chubb?</p> <p>11 A. Yeah, so the reason -- the reason why I mentioned I'm 12 not sure if it's Ben is I -- I can't remember when Ben was 13 working for Chubb or not so it's either Ben or whoever filled 14 that seat at the time.</p> <p>15 Q. Would Ben though, do you know, have access to his 16 predecessor's files?</p> <p>17 A. I would believe that he would have access to those 18 contracts.</p> <p>19 Q. I'd like to shift gears to Enservio. Do you know 20 whether Chubb and Enservio had any contracts in place between 21 them in January 2019?</p> <p>22 A. It's my understanding there was.</p> <p>23 Q. Can you tell me about that contract?</p> <p>24 A. Yeah. Similar to a contract with DBI, I have not 25 seen these contracts or reviewed these contracts. I've been</p>	<p style="text-align: right;">Page 133</p> <p>1 related specifically to the Wexlers?</p> <p>2 A. No, sir.</p> <p>3 Q. Did Enservio and Chubb have a contract in place that 4 related specifically to the Wexlers?</p> <p>5 A. No, sir.</p> <p>6 Q. Did Paul Davis and Chubb have a contract in place 7 that related specifically to the Wexlers?</p> <p>8 A. No, sir.</p> <p>9 Q. Did DBI and Chubb have a contract in place related 10 specifically to the Wexlers?</p> <p>11 A. No, sir.</p> <p>12 Q. Of the contracts that we discussed, where would those 13 documents be -- where would documents relating to those 14 contracts be located within Chubb?</p> <p>15 A. I'd have to refer you to Ben on where those might be 16 but as I sit here right now, I don't -- I don't know where 17 these are housed.</p> <p>18 Q. What about communications related to these contracts?</p> <p>19 Would that also be an inquiry for Ben Kelly?</p> <p>20 A. I'm unclear as to if that would be Ben or to what 21 extent if there is any communication related to these 22 documents.</p> <p>23 Q. But Chubb hasn't produced any of these contracts in 24 the litigation, correct?</p> <p>25 A. I'm sorry, Seth, one more time?</p>

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<p style="text-align: right;">Page 134</p> <p>1 Q. Chubb hasn't produced any of the contracts that we've 2 been discussing in this litigation, correct?</p> <p>3 A. Again, lots of documents have been produced. As I 4 sit here right now, I can't recall seeing those contracts and 5 so without reviewing the production I'm hard pressed to answer 6 the question. I don't think that those have been produced.</p> <p>7 Q. Do you know whether Chubb and JSL had a contractual 8 relationship in January 2019?</p> <p>9 A. It's my understanding there was a professional 10 service agreement in place then.</p> <p>11 Q. And does Chubb require its vendors to enter into 12 written contracts with Chubb before performing work on a claim?</p> <p>13 A. You know, I don't know. I don't know if there is or 14 is not a requirement. To the extent there is a requirement, I 15 certainly don't know what that might involve.</p> <p>16 Q. Does Chubb require its vendors to agree to a work 17 scope in writing with Chubb before performing work on a claim?</p> <p>18 A. No, sir.</p> <p>19 Q. Does Chubb suggest to its general adjusters that they 20 obtain a written scope before having a vendor perform work on a 21 claim?</p> <p>22 A. No, sir.</p> <p>23 Q. Have you ever heard of a term "general performance 24 service agreement"?</p> <p>25 A. I can't say that I'm familiar with that terminology.</p>	<p style="text-align: right;">Page 136</p> <p>1 Q. Let's take a break here and go back on in 10 minutes. 2 Is that okay to everyone?</p> <p>3 MR. ERRERA: Sure.</p> <p>4 VIDEO OPERATOR: Okay. This will mark the end 5 of media No. 3.</p> <p>6 MR. ERRERA: We're going to go off the record.</p> <p>7 It's 1:47.</p> <p>8 (Recess taken from 1:47 p.m. to 1:59 p.m.)</p> <p>9 VIDEO OPERATOR: This will mark the beginning of 10 media No. 4 in the deposition of Walter Haessig. We're going 11 back on the record at 1:59 p.m.</p> <p>12 Q. (BY MR. LAMDEN) Mr. Haessig, during the break did 13 you talk to anyone about your deposition?</p> <p>14 A. No, sir.</p> <p>15 Q. Did you review any documents during break?</p> <p>16 A. No, sir.</p> <p>17 Q. One of the topics that you've been designated to 18 testify about by Chubb reads, "Chubb's contentions regarding 19 whether its actions and conduct in handling the claim complied 20 with the duties of good faith and fair dealing under applicable 21 law and all bases, analyses and reasons in support thereof."</p> <p>22 Are you prepared to testify on that topic?</p> <p>23 MR. OFFENBACH: Seth, can you just give us the 24 number of that one?</p> <p>25 MR. LAMDEN: Yeah, hold on.</p>
<p style="text-align: right;">Page 135</p> <p>1 Q. And you may know it by a different -- a different 2 term but you haven't seen any -- you don't have awareness of a 3 general performance service agreement that was provided to 4 BELFOR by Chubb?</p> <p>5 A. Again, I'm not familiar with the terminology so I 6 don't -- I don't know.</p> <p>7 Q. So you don't know whether a general performance 8 service agreement was provided to Enservio at any time?</p> <p>9 MR. ERRERA: Objection: form.</p> <p>10 Go ahead.</p> <p>11 THE WITNESS: Yeah, so I -- I -- what the 12 contract itself might be officially termed, you know, I don't 13 know that. I don't know that level of detail. Is there a 14 contract in place with some vendors? Yeah, certainly there 15 are. When they were -- when they originated or the execution 16 date of these contracts, I don't know. Part of your question 17 was at any time. You know, I mean, at some point some of these 18 contracts started, of course. When they started and when they 19 expired, if any of them have, I do not know.</p> <p>20 Q. (BY MR. LAMDEN) And, again, I'm not trying to badger 21 you because I know you've said that you don't know the term 22 "general performance service agreement." Would I be correct to 23 say though that you have not seen or don't know the terms of a 24 general performance service agreement with GDI or JSL?</p> <p>25 A. That would be correct.</p>	<p style="text-align: right;">Page 137</p> <p>1 MR. ERRERA: I believe it's No. 9.</p> <p>2 MR. LAMDEN: It's 9, yeah. Thanks.</p> <p>3 MR. OFFENBACH: Thank you.</p> <p>4 THE WITNESS: Yes.</p> <p>5 Q. What is Chubb's view of its duty of good faith and 6 fair dealing under applicable law?</p> <p>7 MR. ERRERA: Go ahead.</p> <p>8 THE WITNESS: Pretty -- pretty broad statement 9 or question but, yeah, I mean, in -- in part we're going to 10 conduct administering the claim based on the merits of the 11 contract. We're going to uphold the duties that we have within 12 the insurance policy. You know, I don't know how to say it 13 otherwise. Not to conduct ourselves with conduct that would be 14 in keeping with bad faith.</p> <p>15 Q. (BY MR. LAMDEN) Does Chubb have a duty to try to 16 find or maximize coverage for the insured?</p> <p>17 A. Yeah, so Chubb has a duty to administer the policy.</p> <p>18 Do we have a duty to maximize the claim for the insured? No, 19 that's not the duty of the insurer.</p> <p>20 Q. Does Chubb have a duty to conduct an unbiased 21 investigation of the Wexlers' claim?</p> <p>22 A. I would agree that we have the duty to investigate a 23 claim to determine what is covered, what is accurate, what is 24 truthful. Those things we -- we -- we would conduct ourselves 25 in -- in that manner in keeping with those there.</p>

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<p style="text-align: right;">Page 138</p> <p>1 Q. What I asked though is whether Chubb has a duty to 2 conduct an unbiased investigation of the claim?</p> <p>3 A. Yeah, unbiased? I would agree -- I would agree that 4 our investigation should be unbiased, yes.</p> <p>5 Q. Was your investigation of the Wexlers' claim 6 unbiased?</p> <p>7 A. In Chubb's opinion, yes, it was unbiased.</p> <p>8 Q. Did Chubb consider the supplemental information 9 provided by the Wexlers relating to the value of the claim in 10 an unbiased manner?</p> <p>11 A. In Chubb's opinion, yes, we did.</p> <p>12 MR. LAMDEN: I'm sorry, I have to go off the 13 record one second. I'll be back in a minute.</p> <p>14 VIDEO OPERATOR: We're going to go off the 15 record at 2:03.</p> <p>16 (Recess taken from 2:03 p.m. to 2:04 p.m.)</p> <p>17 VIDEO OPERATOR: We're going back on the record. 18 It's 2:04 p.m.</p> <p>19 Q. (BY MR. LAMDEN) I'm going to switch gears for a 20 second. Mr. Haessig, one of the topics that you were 21 designated to testify on today was the substitution of Bob 22 Paradis for Jordon Beverly, Ashley Argyle or any other 23 adjusters assigned to or contemplated for assignment to the 24 claim, including the factors, the identities of all persons 25 responsible for the substitution of Bob Paradis or Jordan</p>	<p style="text-align: right;">Page 140</p> <p>1 6, Bates No. CHUBB_402823. Mr. Haessig, do you see an exhibit 2 marked as No. 6 on your screen?</p> <p>3 A. I do.</p> <p>4 Q. Is this the file note you're referring to?</p> <p>5 A. I believe it is, yes.</p> <p>6 Q. Okay. Do you have any recollection of why you were 7 sending an e-mail to Michael Koos in April 2019 about this 8 claim?</p> <p>9 A. So the -- the e-mail is addressed to Bob Paradis and 10 a copy to Mike Koos and it is an e-mail in which we were 11 notifying Bob that he would take over the handling of this 12 claim.</p> <p>13 Q. When you say "we," who are you referring to?</p> <p>14 A. Chubb, the organization.</p> <p>15 Q. Why was Chubb assigning Bob Paradis to this claim?</p> <p>16 A. So this claim and many others -- claims are triaged. 17 A general adjuster is a general adjuster for a reason based on 18 experience -- mostly experience and years of service, those 19 types of things. When we identified that this matter would be 20 complex, when we identified that it was going to be a larger 21 claim, it was reassigned to Bob.</p> <p>22 Q. Do you remember when Chubb -- or do you know when 23 Chubb determined that the claim was complex?</p> <p>24 A. Oh, yes. I don't know the specific dates. You know, 25 probably shortly before this e-mail was written is when it was</p>
<p style="text-align: right;">Page 139</p> <p>1 Beverly or Ashley Argyle or any other adjuster assigned to or 2 contemplated for assignment to the claim.</p> <p>3 Are you prepared to testify on that today?</p> <p>4 A. That is correct.</p> <p>5 Q. Mr. Haessig, let me ask this. When was your first 6 involvement with the Wexlers' claim? Do you remember when you 7 first heard of the Wexlers?</p> <p>8 A. Yeah. You know, I would have to refer to the claim 9 file and then review -- although I don't know if I recognized 10 this before a few days ago. There was a very -- there's one 11 file for me at the onset of this claim. I can only imagine 12 that I was -- somebody was out of the office and I was filling 13 the role of the manager while -- while whomever that was was 14 out. Outside of that one file note very early in the claim 15 my -- my involvement actually all throughout this claim has 16 been somewhat minimal. When I first became aware would have 17 been that one file note. After that there was certainly a long 18 stretch of time when I would not have been involved.</p> <p>19 Q. Do you remember what that file note said?</p> <p>20 A. Without the benefit of having it in front of me, no, 21 I don't remember what it said. It was -- it was -- it was 22 short, I recall that piece of it.</p> <p>23 (Exhibit 6 was marked for identification.)</p> <p>24 Q. (BY MR. LAMDEN) All right. I'm going to put on the 25 screen a document that's been previously marked as Exhibit No.</p>	<p style="text-align: right;">Page 141</p> <p>1 identified.</p> <p>2 Q. What do you mean by "complex"?</p> <p>3 A. Yeah, I mean, complex meaning that -- and not 4 specifically to the Wexlers necessarily -- but a complex claim 5 may have an element of dollars or high-dollar exposure. 6 Earlier I testified what a large loss might be and oftentimes 7 we would refer to that as something approaching \$500,000 or 8 more. Complex may also be elements related to coverage. Those 9 are generally the things that we're talking about when we're 10 talking about complex.</p> <p>11 Q. Was Bob Paradis' level of responsibility for the 12 claim when he took over greater than the level of 13 responsibility that Jordon Beverly had for the claim?</p> <p>14 A. In level of responsibility, you know, I don't know. 15 I would say that -- and I don't remember exactly what Jordan's 16 title was but something to the effect of property claims 17 adjuster or outside claims adjuster where Bob is a general 18 adjuster. A general adjuster, generally speaking, would 19 have -- they're going to have more financial authority. 20 They're accustomed to more complicated claims. You know, 21 that's -- I've rambled. Sorry, I can't even remember the 22 question. Did I answer the question?</p> <p>23 Q. Yeah. Was Jordon Beverly not qualified to handle the 24 Wexlers' claim?</p> <p>25 A. That's not the case.</p>

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<p>1 MR. ERRERA: Objection: form.</p> <p>2 THE WITNESS: No, that's not the case. It is</p> <p>3 common practice -- because a general adjuster is more familiar</p> <p>4 with some of the reporting that's required a general adjuster</p> <p>5 has a less volume of claims because the claims that they do</p> <p>6 handle is -- are complex. All of those things are what would</p> <p>7 trigger a claim to be sent to a general adjuster. It's not</p> <p>8 that Jordon is not qualified or was not qualified to handle a</p> <p>9 claim.</p> <p>10 Q. (BY MR. LAMDEN) So what skills then did Bob Paradis</p> <p>11 bring to the claim that Jordon Beverly did not have when he was</p> <p>12 substituted in April of 2019?</p> <p>13 MR. ERRERA: Objection to answering.</p> <p>14 THE WITNESS: Again, the question itself seems</p> <p>15 to infer that Jordon wasn't qualified to handle the claim and</p> <p>16 that -- that's certainly not my testimony. It -- it's very</p> <p>17 common that when the claim is identified as being large or</p> <p>18 complicated or complex that a general adjuster would get</p> <p>19 involved. That's not to take anything away from the adjuster</p> <p>20 that was handling the claim before. That's just not within his</p> <p>21 or her scope of job, if you will. So they're reassigned to a</p> <p>22 general adjuster and that's what happened here with the Wexler</p> <p>23 claim.</p> <p>24 Q. (BY MR. LAMDEN) Who made the determination that the</p> <p>25 claim was complex enough to warrant transferring it to a</p>	<p>Page 142</p>	<p>1 volume or catastrophic losses in that area at the time and then</p> <p>2 would have returned back home. So, anyway, long -- long</p> <p>3 answer. I can't recall if Beverly was there or not.</p> <p>4 Q. But you didn't speak to anyone who was responsible</p> <p>5 for the substitution of Bob Paradis for Jordon Beverly in this</p> <p>6 claim, right?</p> <p>7 A. Not that I recall.</p> <p>8 Q. You do understand that you've been designated by</p> <p>9 Chubb to testify on "the factors and the identities of all</p> <p>10 persons responsible for the substitution of Bob Paradis and</p> <p>11 Jordon Beverly," right?</p> <p>12 A. I understand that.</p> <p>13 Q. But you don't know who those persons are?</p> <p>14 A. Well, in part it certainly is me given the e-mail</p> <p>15 that was written here. It's -- it's really just not -- it's</p> <p>16 not -- it's not complicated in that when -- when the</p> <p>17 organization identifies -- and it certainly could have been me</p> <p>18 at this point -- that a claim ought to be assigned to a general</p> <p>19 adjuster, an e-mail like this would be produced and transferred</p> <p>20 to the general adjuster.</p> <p>21 Q. Would the reasons documenting the substitution of a</p> <p>22 general adjuster for another adjuster be included in the claim</p> <p>23 file?</p> <p>24 A. No, that would be unusual.</p> <p>25 Q. Would the rationale or the reasons for substituting a</p>	<p>Page 144</p>
<p>1 general adjuster?</p> <p>2 A. Without the benefit of reviewing the claim file as I</p> <p>3 sit here, you know, right now, I can't remember.</p> <p>4 Q. Do you know what factors were considered in</p> <p>5 determining whether the claim was complex?</p> <p>6 A. Again, I feel like I've answered the question. I'll</p> <p>7 allow my testimony to stand. I will add one thing though.</p> <p>8 There is an element of travel that the general adjusters are</p> <p>9 accustomed to doing that an adjuster that would fill the role</p> <p>10 as Jordon had, they don't -- they don't really travel. They</p> <p>11 stay more around the area that they live in. So there -- in</p> <p>12 addition to my prior testimony there is an element of this that</p> <p>13 was going to require re-inspections and -- and Bob being a</p> <p>14 general adjuster and part of his responsibilities is traveling</p> <p>15 to complex losses was assigned.</p> <p>16 Q. Do you know whether Jordon Beverly visited the</p> <p>17 Wexlers' residence?</p> <p>18 A. You know, Seth, without the benefit of the file in</p> <p>19 front of me I don't -- I don't recall if he was -- if he made a</p> <p>20 visit to the Wexlers' residence or not. If I do recall</p> <p>21 correctly, Jordon lived or lives, I don't know, in Atlanta.</p> <p>22 Sometime shortly after this loss of course COVID happened and</p> <p>23 there wasn't so much traveling going on. I think that was</p> <p>24 after Bob was assigned. There could have been a possibility</p> <p>25 that Beverly would have been traveling because of -- of a cat</p>	<p>Page 143</p>	<p>1 general adjuster for a specific adjuster be documented</p> <p>2 anywhere?</p> <p>3 A. Probably not. I mean, look, maybe I can help with</p> <p>4 some understanding. You know, my -- more -- most of the claims</p> <p>5 that -- that my team currently gets and the general -- general</p> <p>6 adjuster managers, their teams get, they are reassigned claims.</p> <p>7 It's -- it's a very common practice that early on in the claim</p> <p>8 we're identifying what the scope of the work might be. At some</p> <p>9 point it's identified that it's going to be a complex matter</p> <p>10 and it gets reassigned to a general adjuster. The idea, if</p> <p>11 there is such idea out there, that something sinister happened</p> <p>12 because there was a reassignment from Beverly to Bob is</p> <p>13 misguided. It's -- it's just -- it's that common that a claim</p> <p>14 would be reassigned to a general adjuster when we've identified</p> <p>15 that it's a big or a complex claim.</p> <p>16 Q. In connection with the Bob Paradis substitution, when</p> <p>17 you say "we," other than you you don't know who else was</p> <p>18 involved?</p> <p>19 A. I don't know that anybody else was involved. You</p> <p>20 know, you made it a point that I've been designated as the</p> <p>21 company rep which is true but at the same time I haven't</p> <p>22 memorized the claim file. If there was anybody else involved,</p> <p>23 the claim file will stand on its own. Other than this e-mail,</p> <p>24 as I sit here right now, I can't recall that anybody else was</p> <p>25 involved.</p>	<p>Page 145</p>

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<p style="text-align: right;">Page 146</p> <p>1 Q. And as far as you recall, the only two reasons for 2 which Bob was substituted was the claim was complex and larger? 3 MR. ERRERA: Objection: form and 4 mischaracterization of prior testimony. 5 Go ahead. 6 THE WITNESS: Yeah, certainly in part that is -- 7 that is the reason and then there is an element of reinspection 8 and travel is going to be -- be required. 9 Q. (BY MS. LAMDEN) The e-mail that I'm sharing the 10 first sentence says, "Bob, thanks for agreeing to handle this 11 claim." 12 Do you recall having a discussion with Bob about 13 whether he would be able to handle the claim? 14 A. Yeah, Seth, this e-mail -- what is today? It's three 15 days older than four years old. Other than what I wrote on 16 that day I don't recall having any conversations with Bob. 17 Q. Was Bob substituted in part because of the -- what 18 you have written here there is a difference in valuation of 19 damage -- I think that's a typo -- valuation of damage? Is 20 that one of the factors? 21 A. Yeah, unfortunately I have my fair share of typos. 22 It certainly could have been. Not exclusively but as the claim 23 proved out, there certainly was or is a difference and would 24 have been part of the reason why Bob was involved. 25 Q. Are you saying that is the reason or you're guessing</p>	<p style="text-align: right;">Page 148</p> <p>1 second, I think we have, for example, a \$2 million loss, there 2 is a big delta there that needs to be addressed. 3 Q. So Bob was -- strike that. 4 So that's where a general adjuster would come in 5 when there's a significant magnitude of difference between the 6 insurance company's estimation of the claim and the insured's? 7 MR. ERRERA: Objection: asked and answered. 8 Go ahead. 9 THE WITNESS: Yeah, again, not -- not 10 exclusively. Like that would seem to entail the only time 11 adjusters will get involved is -- is when there is a big 12 difference and that's certainly not the case. But it certainly 13 would be and can be a driving factor or a contributing factor 14 to why it would be reassigned to a general adjuster. 15 Q. (BY MR. LAMDEN) Do you recall whether you selected 16 Bob Paradis to take over the claim rather than any other 17 general adjuster candidates who may have been available? 18 A. I don't recall the -- the determining factor on why 19 we selected Bob as opposed to any other general adjuster. 20 Q. So it wasn't that Bob brought any specialized skills 21 to the file, to the Wexler file? 22 A. No, that's -- that's not what I'm testifying to. I 23 don't want to insinuate that Bob is not special but I can 24 probably answer the question maybe with an example again just 25 to help understand how oftentimes a general adjuster is decided</p>
<p style="text-align: right;">Page 147</p> <p>1 that it may have been the reason? 2 MR. ERRERA: Objection: form and 3 mischaracterization of prior testimony. 4 Go ahead. 5 THE WITNESS: Yeah, so it is part of the reason. 6 It's not the exclusive reason. 7 Q. (BY MR. LAMDEN) The third line refers to -- it says, 8 "JSL has completed a proposal for approximately \$90,000." In 9 connection with the decision to transfer this claim to Bob 10 Paradis, do you recall whether you reviewed the JSL proposal? 11 A. As I sit here today, I don't recall reviewing the JSL 12 proposal. The document is clear that I was aware that the 13 proposal was approximately in the amount of \$90,000 and the 14 insured at the time had presented some information suggesting 15 that the house might require replacement. Certainly there is a 16 difference there that -- that needs some attention. 17 Q. Why do you say that? 18 A. I'm sorry, can you clarify the question? 19 Q. You said certainly -- what did you say there's 20 something there that needs attention? 21 A. Sorry, it may be a bad way to characterize the 22 situation in that if it was clear or certain, I might not be 23 having these conversations. But if you have -- if you have a 24 measure where Chubb says it might be \$90,000 or let's just say 25 for an example \$100,000 and the policyholder is saying, wait a</p>	<p style="text-align: right;">Page 149</p> <p>1 but not remembering the specifics of this particular matter. 2 Sometimes it is just -- it's proximity. It's who's available 3 meaning, you know, somebody could be on vacation or somebody 4 may have been assigned a loss just the day before. It might be 5 who's available in the coming weeks meaning, you know, maybe 6 somebody else is going to be on vacation two weeks from now and 7 shouldn't be assigned a claim. Some of those things are why we 8 may have selected Bob opposed to someone else but, again, as I 9 sit here today, I -- I can't remember the details of why 10 specifically Bob was chosen opposed to any other adjuster. 11 Q. Okay. Did Chubb have any policies in effect in early 12 2019 regarding the use of infrared cameras in investigating 13 residential property insurance claims involving water damage? 14 A. Seth, this is -- this is the claim I've prepared the 15 most for, and I'm joking, because, no, we don't -- we don't -- 16 there's no such requirement or documentation around infrared 17 cameras. 18 Q. I'm not talking about a requirement necessarily but 19 did Chubb have any policy of making infrared cameras available 20 to its adjusters? 21 A. I've never -- never had a conversation, seen anything 22 around infrared cameras from Chubb. 23 Q. Were infrared cameras or moisture meters made 24 available to -- are they made available, excuse me, to general 25 adjusters involved with water-damage claims?</p>

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<p style="text-align: right;">Page 150</p> <p>1 A. We don't provide the adjusters with infrared cameras.</p> <p>2 Were they made available? I suppose in the sense that if a</p> <p>3 vendor has a infrared camera it may be used but the -- the</p> <p>4 adjuster certainly doesn't carry around an infrared camera.</p> <p>5 Q. Does Chubb have infrared cameras or moisture meters</p> <p>6 available that it could provide to a general adjuster if asked?</p> <p>7 A. I'm not aware and certainly haven't made that request</p> <p>8 myself. I do want to provide a little bit of a carve-out on</p> <p>9 this idea in that on the appraisal side of the business, you</p> <p>10 know, we had talked previously about Chubb personal appraisal</p> <p>11 or some terminology close to that. I have seen that they may</p> <p>12 at times have infrared cameras but the appraisal side and the</p> <p>13 claims side, I mean, they -- they don't -- you've got to</p> <p>14 understand the appraisal side is generally much removed from</p> <p>15 when a claim actually happens. So anyway I don't want to lead</p> <p>16 you down the road that we don't use infrared cameras because</p> <p>17 that's not entirely correct. I know the appraisal side does.</p> <p>18 The claims side does not.</p> <p>19 Q. Does -- does Chubb offer infrared thermography</p> <p>20 training to its general adjusters?</p> <p>21 A. No, sir.</p> <p>22 Q. Does it offer that kind of training to anyone?</p> <p>23 A. Unless the appraisal folks are provided that</p> <p>24 training, which I'm not sure that they are, but I can speak to</p> <p>25 the claims side. We are not.</p>	<p style="text-align: right;">Page 152</p> <p>1 THE WITNESS: Thanks, Seth. Pleasure talking</p> <p>2 with you.</p> <p>3 MR. LAMDEN: Likewise.</p> <p>4 MR. OFFENBACH: Here we go.</p> <p>5 EXAMINATION</p> <p>6 Q. (BY MR. OFFENBACH) Mr. Haessig, my name is Dan</p> <p>7 Offenbach and I represent BELFOR in this matter. I have just a</p> <p>8 few questions related to your testimony pertaining to the</p> <p>9 professional services agreement that you testified to and I</p> <p>10 want to ask you specifically about the professional services</p> <p>11 agreement that you testified to was entered into between BELFOR</p> <p>12 and Chubb. Okay?</p> <p>13 A. Dan, fire away.</p> <p>14 Q. Is it fair to say that you had no personal knowledge</p> <p>15 of whether a professional services agreement even exists</p> <p>16 between Chubb and BELFOR?</p> <p>17 A. That is accurate.</p> <p>18 Q. And the first time you came to learn about this</p> <p>19 professional services agreement was yesterday when you talked</p> <p>20 with Ben Kelly, correct?</p> <p>21 A. That is what Ben mentioned to me, yes, sir.</p> <p>22 Q. And have you had a chance to look over the Chubb</p> <p>23 document production in this case?</p> <p>24 A. I have not reviewed the document production in its</p> <p>25 entirety.</p>
<p style="text-align: right;">Page 151</p> <p>1 Q. So if Chubb were providing that kind of training, it</p> <p>2 probably would have been on the appraisal side?</p> <p>3 A. To the extent that it would exist, that's where I</p> <p>4 would think it would be found.</p> <p>5 Q. Okay. I don't know that I have anything else. I'm</p> <p>6 going to take a few minutes to go through my notes, maybe ten</p> <p>7 minutes or so, and then we can go back on and either conclude</p> <p>8 at which time your attorney will have an opportunity to ask you</p> <p>9 questions if he'd like or we can just wrap it up. So if we can</p> <p>10 go back on --</p> <p>11 MR. OFFENBACH: Seth, I just want to let you</p> <p>12 know that we will have many questions.</p> <p>13 THE WITNESS: I'm sorry, Daniel, what was that?</p> <p>14 MR. OFFENBACH: We will have just a few</p> <p>15 questions.</p> <p>16 MR. LAMDEN: Okay, fine. I didn't mean to block</p> <p>17 you out. One way or the other can we go back on in ten</p> <p>18 minutes?</p> <p>19 VIDEO OPERATOR: Okay, we're going to go off the</p> <p>20 record now at 2:26 p.m.</p> <p>21 (Recess taken from 2:26 p.m. to 2:36 p.m.)</p> <p>22 VIDEO OPERATOR: We're going back on the record.</p> <p>23 The time is 2:36 p.m.</p> <p>24 MR. LAMDEN: Mr. Haessig, thanks for your time.</p> <p>25 I don't have any further questions for you.</p>	<p style="text-align: right;">Page 153</p> <p>1 Q. Okay. To the best of your knowledge has a</p> <p>2 professional services agreement entered into between BELFOR and</p> <p>3 Chubb been produced in this case?</p> <p>4 A. Not that I'm aware of.</p> <p>5 Q. Other than a conversation that you had with Ben</p> <p>6 Kelly, were you aware of any other evidence that there exists a</p> <p>7 professional services agreement entered into between Chubb and</p> <p>8 BELFOR in this case?</p> <p>9 A. Sorry, Dan, can you repeat the question? There was a</p> <p>10 ding on something.</p> <p>11 Q. Other than the conversation that you had with Ben</p> <p>12 Kelly, are you aware of any evidence to support your testimony</p> <p>13 that there was a professional services agreement between Chubb</p> <p>14 and BELFOR?</p> <p>15 A. The only information that I have to provide that</p> <p>16 testimony is the conversation that I had with Ben Kelly.</p> <p>17 Q. And when you had that conversation with Ben Kelly,</p> <p>18 was it on the telephone?</p> <p>19 A. That is true.</p> <p>20 Q. And did he say whether he had a -- strike that.</p> <p>21 Did he mention whether he had in his possession</p> <p>22 a copy of the professional services agreement?</p> <p>23 A. He did not.</p> <p>24 Q. That's all I have. Thank you.</p> <p>25 A. Thanks, Dan.</p>

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1	MR. ERRERA: Any follow-ups, Seth?	1	IN THE UNITED STATES DISTRICT COURT	1	IN THE UNITED STATES DISTRICT COURT
2	MR. LAMDEN: Negative.	2	FOR THE NORTHERN DISTRICT OF ILLINOIS	2	FOR THE NORTHERN DISTRICT OF ILLINOIS
3	MR. ERRERA: We'll go ahead and reserve.	3	EASTERN DIVISION	3	EASTERN DIVISION
4	VIDEO OPERATOR: Okay. This will then mark the	4	AMY WEXLER and KENNETH A.)	4	AMY WEXLER and KENNETH A.)
5	end of media No. 4 and concludes today's deposition. We're	5	WEXLER,)	5	WEXLER,)
6	going to go off the record at 2:39 p.m.	6	Plaintiffs,)	6	Plaintiffs,)
7	(Deposition concluded at 2:39 p.m.)	7	V.) CIVIL ACTION	7	V.) CIVIL ACTION
8	VIDEO OPERATOR: Mr. Offenbach, do you need a	8	CHUBB NATIONAL INSURANCE) NO.: 21 CV 2543	8	CHUBB NATIONAL INSURANCE) NO.: 21 CV 2543
9	copy of the video today?	9	COMPANY and BELFOR USA GROUP)	9	COMPANY and BELFOR USA GROUP)
10	MR. OFFENBACH: Yes, I'll take a copy and the	10	INC.,)	10	INC.,)
11	transcript.	11	Defendants,)	11	Defendants,)
12	VIDEO OPERATOR: Do you need it synced with the	12	And)	12	And)
13	transcript or just the video and the transcript?	13	CHUBB NATIONAL INSURANCE)	13	CHUBB NATIONAL INSURANCE)
14	MR. OFFENBACH: Video.	14	COMPANY,)	14	COMPANY,)
15	VIDEO OPERATOR: Just the video? Okay. And,	15	Counterclaim Plaintiff,)	15	Counterclaim Plaintiff,)
16	Mr. Lamden, do you need a copy of the video today?	16	V.)	16	V.)
17	MR. LAMDEN: Yes.	17	AMY WEXLER and KENNETH A.)	17	AMY WEXLER and KENNETH A.)
18	VIDEO OPERATOR: And do you want it synced with	18	WEXLER,)	18	WEXLER,)
19	the transcript or just the video separately?	19	Counterclaim Defendants.)	19	Counterclaim Defendants.)
20	MR. LAMDEN: Just the video is fine.	20		20	
21	VIDEO OPERATOR: And, Mr. Errera, you ordered	21	REPORTER'S CERTIFICATION	21	REPORTER'S CERTIFICATION
22	today so you'll get a copy.	22	DEPOSITION OF WALTER HAESSIG	22	DEPOSITION OF WALTER HAESSIG
23	MR. ERRERA: Okay. Can I also get an e-tran as	23	APRIL 25, 2023	23	APRIL 25, 2023
24	well?	24	I, Wendy S. Schreiber, Certified Shorthand Reporter No.	24	I, Wendy S. Schreiber, Certified Shorthand Reporter No.
25	THE REPORTER: Yes.	25	9383 in and for the State of Texas, hereby certify to the	25	9383 in and for the State of Texas, hereby certify to the
			following:		following:
			That the witness, WALTER HAESSIG, was duly sworn by the		That the witness, WALTER HAESSIG, was duly sworn by the
			officer and that the transcript of the oral deposition is a		officer and that the transcript of the oral deposition is a
Page 155		Page 156		Page 157	
1	Reporter's Note: According to Federal Rule	1	true record of the testimony given by the witness;	1	true record of the testimony given by the witness;
2	30(e)(1), the request for review of the deposition by the	2	That reading and signing of the deposition transcript was	2	That reading and signing of the deposition transcript was
3	witness is accomplished "on request by the deponent or a party	3	waived;	3	waived;
4	before the deposition is completed."	4	That the amount of time used by each party at the	4	That the amount of time used by each party at the
5	Since this was not done, signature is considered	5	deposition is as follows:	5	deposition is as follows:
6	waived for this transcript.	6	SETH D. LAMDEN, ESQ. - 03 HOURS:56 MINUTE(S)	6	SETH D. LAMDEN, ESQ. - 03 HOURS:56 MINUTE(S)
7	(E) Review by the Witness; Changes.	7	DANIEL J. OFFENBACH, ESQ. - 00 HOURS:02 MINUTE(S)	7	DANIEL J. OFFENBACH, ESQ. - 00 HOURS:02 MINUTE(S)
8	(1) Review; Statement of Changes. On request by the deponent	8	MICHAEL S. ERRERA, ESQ. - 00 HOURS:00 MINUTE(S)	8	MICHAEL S. ERRERA, ESQ. - 00 HOURS:00 MINUTE(S)
9	or a party before the deposition is completed, the deponent	9	That pursuant to information given to the	9	That pursuant to information given to the
10	must be allowed 30 days after being notified by the officer	10	Deposition officer at the time said testimony was taken, the	10	Deposition officer at the time said testimony was taken, the
11	that the transcript or recording is available in which:	11	following includes counsel for all parties of record:	11	following includes counsel for all parties of record:
12	(A) to review the transcript or recording; and	12	FOR THE PLAINTIFFS:	12	FOR THE PLAINTIFFS:
13	(B) if there are changes in form or substance, to sign a	13	SETH D. LAMDEN, ESQ. (Attending Remotely)	13	SETH D. LAMDEN, ESQ. (Attending Remotely)
14	statement listing the changes and the reasons for making them.	14	BLANK ROME LLP	14	BLANK ROME LLP
15		15	444 W. Lake Street, Suite 1650	15	444 W. Lake Street, Suite 1650
16		16	Chicago, Illinois 60606	16	Chicago, Illinois 60606
17		17	Phone: (312) 776-2600	17	Phone: (312) 776-2600
18		18	slamden@blankrome.com	18	slamden@blankrome.com
19		19		19	
20		20	ATTORNEYS FOR DEFENDANT CHUBB NATIONAL INSURANCE COMPANY:	20	ATTORNEYS FOR DEFENDANT CHUBB NATIONAL INSURANCE COMPANY:
21		21	DANIEL J. OFFENBACH, ESQ. (Attending Remotely)	21	DANIEL J. OFFENBACH, ESQ. (Attending Remotely)
22		22	LEAHY EISENBERG & FRAENKEL, LTD.	22	LEAHY EISENBERG & FRAENKEL, LTD.
23		23	33 W. Monroe Street, Suite 1100	23	33 W. Monroe Street, Suite 1100
24		24	Chicago, Illinois 60603	24	Chicago, Illinois 60603
25		25	Phone: (312) 368-4554	25	Phone: (312) 368-4554
			Fax: (312) 368-4562		Fax: (312) 368-4562
			Djo@lef1td.com		Djo@lef1td.com
			ATTORNEY FOR DEFENDANT BELFOR USA GROUP, INC.:		ATTORNEY FOR DEFENDANT BELFOR USA GROUP, INC.:
			MICHAEL S. ERRERA, ESQ. (Attending Remotely)		MICHAEL S. ERRERA, ESQ. (Attending Remotely)
			FORAN GLENNON PALANDECH PONZI & RUDLOFF, P.C.		FORAN GLENNON PALANDECH PONZI & RUDLOFF, P.C.
			222 N. LaSalle Street, Suite 1400		222 N. LaSalle Street, Suite 1400
			Chicago, Illinois 60601		Chicago, Illinois 60601
			Phone: (312) 863-5000		Phone: (312) 863-5000
			Fax: (312) 863-5099		Fax: (312) 863-5099
			Merrera@fgppr.com		Merrera@fgppr.com

Walter Haessig

April 25, 2023
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1 I further certify that I am neither counsel for, related
2 to, nor employed by any of the parties or attorneys in the
3 action in which this proceeding was taken, and further that I
4 am not financially or otherwise interested in the outcome of
5 the action.

6 Certified to by me this 2nd day of May, 2023.

7

8

9



10 Wendy Schreiber, Texas CSR 9383

Expiration Date: 05/30/24

11 MAGNA LEGAL SERVICES

12 Magna Registration No. 631

13 16414 San Pedro, Suite 900

San Antonio, Texas 78232

14 Job No. 966787 Phone: (866) 672-7880

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